

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 – October 6, 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 – Pastor Carl Reeves, Greater Mt. Lily Baptist Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Special Recognition.

Recommendation: That the Board recognize Timothy Day, Environmental Programs Manager, Water Quality & Land Management Division, Community & Environment Department, as the 2011 recipient of the Florida Shore & Beach Preservation Association's Local Government Award.

7. Retirement Proclamation.

Recommendation: That the Board ratify the Proclamation dated October 6, 2011, commending and congratulating Cleophus Millender, Operations Supervisor, Department of Solid Waste Management, on his retirement after 20 years of service.

8. Proclamations.

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

A. Adopt the Proclamation proclaiming October 2-8, 2011, as "National 4-H Week" in Escambia County; and

B. Ratify the Proclamation dated September 21, 2011, proclaiming October 2011 as "National Disability Employment Awareness Month" in Escambia.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Borrow Pit Ordinance, Chapter 42, Article VIII, Section 42-323, of the Escambia County Code of Ordinances.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance amending the Borrow Pit Ordinance, Chapter 42, Article VIII, Section 42-323, of the Escambia County Code of Ordinances.

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 Agenda

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

A. Payroll Expenditures for Pay Date September 16, 2011, in the amount of \$2,075,362.13; and

B. The following two Disbursement of Funds:

(1) September 8, 2011, to September 14, 2011, in the amount of \$5,557,687.58; and

(2) September 15, 2011, to September 21, 2011, in the amount of \$10,098,168.09.

2. Recommendation Concerning Acceptance of Documents

That the Board accept, for filing with Board's Minutes, the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2012 for the Emerald Coast Utilities Authority (ECUA), as submitted by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on September 14, 2011.

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

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

A. Approve the Minutes of the Regular Board Meeting held September 15, 2011;

B. Approve the Minutes of the Second Budget Public Hearing held September 27, 2011;

C. Accept, for filing with the Board's Minutes, the Report of the District 1 and District 2 Joint Town Hall Meeting held August 30, 2011;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 15, 2011; and

E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 8, 2011.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. A Public Hearing Concerning the Review of the Vested Rights Case Heard by the Vested Rights Committee on September 7, 2011

That the Board review and uphold or overturn the recommendation of the Vested Rights Committee (VRC) for the following case:

Case No.:	VRD-2011-01
Location:	7951 Pine Forest Rd.
Property Reference No.:	02-4N-33-2101-000-000
Zoning District:	VAG-1
Vested Rights for:	Pine Forest Acres Subdivision
Applicant:	Mervin and Marsha Gibson

2. 5:46 p.m. A Public Hearing Concerning the Review of the proposed Comprehensive Plan Amendment, Chapter 7, "Future Land Use Element"

That the Board review and adopt the proposed Comprehensive Plan Amendment, Future Land Use Element herein, 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 5.4.6, establishing a process for protection and management of regionally significant natural resources within the Optional Sector Plan; amending Policy 5.6.1 to delete certain requirements regarding conservation areas from the detailed specific area plans boundary determination analysis.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday November 3, 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 October 10, 2011:

Case No.: Z-2011-16
Location: 7420 W Nine Mile Rd
Property Reference No.: 01-1S-32-4303-001-002
Property Size: .30
From: RR, Rural Residential District (cumulative) Low Density (2 du/acre)
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (10 du/acre)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 1
Requested by: Tim Eagan, Agent for Paul Johnson, Owner

Case No.: Z-2011-17
Location: 9991 Guidy Lane
Property Reference No.: 07-1S-30-1018-000-000
Property Size: .35
From: R-2, Single Family District (cumulative), Low-Medium Density (7 du/acre)
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C. Buddy Page, Agent for Charles and Linda Welk

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment - CPA-2011-02 - Becks Lake Rd.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

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

2. Recommendation Concerning Scheduling a Public Hearing for Re-budgeting On-Going Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on October 20, 2011, at 5:32 p.m., concerning re-budgeting on-going project funding that will amend the Fiscal Year 2011/2012 Budget and appropriate these funds for those related on-going projects.

3. Recommendation Concerning Scheduling a Public Hearing for the Robinson's Mill Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing for the establishment of a street lighting Municipal Services Benefit Unit (MSBU) on October 20, 2011, at 5:33 p.m., to consider adoption of an Ordinance creating the Robinson's Mill Subdivision Street Lighting MSBU.

4. Recommendation Concerning Requests for Disposition of Property for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the four Request for Disposition of Property Forms for the Parks and Recreation Department, indicating four 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 Department Director and County Administrator.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Various Rights-of-Way in Leonard Tract Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for November 3, 2011, at 5:32 p.m., to consider the Petition to Vacate various rights-of-way (approximately 237,599 square feet or 5.45 acres) in Leonard Tract Subdivision, as petitioned by Figure 8 Florida, LLC.

Figure 8 Florida, LLC, owns several large parcels of property in the old Leonard Tract Subdivision, as recorded in Plat Deed Book 100, at Page 171, of the Public Records of Escambia County, Florida. Leonard Tract Subdivision is an undeveloped subdivision located at the northeast corner of the intersection of US 29 and Beck's Lake Road in the Cantonment area. Petitioner has plans to develop their property, which is divided by several of the unimproved rights-of-way (30 feet wide) as shown on the Plat of Leonard Tract Subdivision. To facilitate their development plans, petitioner is requesting that the Board vacate any interest the County has in various platted rights-of-way, as shown on Exhibit "A" (approximately 237,599 square feet or 5.45 acres), lying within the boundaries of Leonard Tract Subdivision.

6. Recommendation Concerning Amending Board Action of September 15, 2011, Approving the Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve amending the Board's action taken on September 15, 2011, approving the Request for Disposition of Property for the Public Works Department, Property Number 53960, Dell Computer, Serial Number SVDD871, to correct the Serial Number to 5VDD871, due to a scrivener's error.

7. Recommendation Concerning an Appointment to the Animal Services Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Commissioner Wilson B. Robertson's appointment of Ralph M. Abagis to the Animal Services Advisory Committee, effective October 6, 2011, replacing Regina Case-Rupert, who resigned. This appointment will run concurrent with Commissioner Robertson's term of office or at his discretion.

8. Recommendation Concerning the Florida Forest Service Annual Report - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2010-2011, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

9. Recommendation Concerning the Appointment of a BCC Representative to the Merit System Protection Board - Ron Sorrells, Human Resources Department Director

That the Board appoint Mrs. Sharon McHarris to the Merit System Protection Board as the Board of County Commissioners' (BCC) appointee, to serve a two-year term, effective October 1, 2011, through September 30, 2013, to replace Brenda Overton, whose term has expired.

10. Recommendation Concerning the Replenishment of the Sick Leave Pool for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the request that each member of the Sick Leave Pool be asked to contribute an additional six hours of sick leave, paid time off (PTO), or extended leave bank leave (ELB) from his or her official leave record to replenish the Sick Leave Pool, in accordance with the policy.

11. Recommendation Concerning United Way of Escambia County "Day of Caring", October 28, 2011 - Patrick T. Johnson, Solid Waste Management Department Director

That the Board support the annual "Day of Caring", sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 28, 2011, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

12. Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Kelly Reeser, Existing Business & Workforce Manager, Pensacola Bay Area Chamber of Commerce, to the Workforce Escarosa, Inc., Board of Directors, as a private sector representative, for a three-year term, with the term of appointment to be effective October 6, 2011, through October 5, 2014.

13. Recommendation Concerning Confirmation of an Appointment to the Marine Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Commissioner Gene Valentino's appointment of Merrick VanLandingham, to the Marine Advisory Committee, effective October 6, 2011, replacing Mike Harrell, who resigned. This appointment will run concurrent with Commissioner Valentino's term of office or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110) in the amount of \$2,788,739, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for law enforcement activities with the Escambia County Sheriff's Department.

2. Recommendation Concerning Supplemental Budget Amendment #314 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #314, General Fund (001) in the amount of \$20,882, to recognize revenue from off-duty employee reimbursements, and to appropriate these funds for the Sheriff's Department operational activities.

3. Recommendation Concerning Supplemental Budget Amendment #316 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #316, Local Options Sales Tax (LOST) III Fund (352) in the amount of \$91,660, to recognize revenue from the sale of vehicles and equipment, and to appropriate these funds for capital purchases in the Sheriff's Budget.

4. Recommendation Concerning Allocation of \$15,000 to the Florida Association of Counties - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a special allocation of \$15,000, from the General Fund (001) Reserves for Operating, to the Florida Association of Counties (FAC) for lobbying services as it relates to the BP Oil Spill.

[Funding: General Fund (001)]

5. Recommendation Concerning Escambia County Area Transit HVAC Renovation PD 10-11.074 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Vision Construction, Ent., Inc., in the base bid amount of \$116,722, plus bid alternate #1, in the amount of \$6,277, bid alternate #2, in the amount of \$19,234, and bid alternate #3, in the amount of \$21,800, for a total Contract award of \$164,033, for the Escambia County Area Transit HVAC Renovation, PD 10-11.074.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 270315, Capital Project # FL 90X728, and Object Code 56201 Buildings]

6. Recommendation Concerning Owner-Direct Purchases that Exceed \$50,000, for PD 10-11.072, Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work - Amy Lovoy Management and Budget Services Department Director

That the Board authorize the County Administrator to approve and execute any Purchase Order for Owner-Direct Purchases that exceed \$50,000, for PD 10-11.072, Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work, subject to approval of award by the Board to Birkshire Johnstone, LLC, on October 6, 2011, in the amount of \$2,950,000, which includes the base bid and additive alternates 1,2,3,4 and 5.

[Funding: Fund 351, LOST II, Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

7. Recommendation Concerning Owner-Direct Purchases that Exceed \$50,000 for PD 10-11.054, Escambia County Video Visitation and Sheriff's Training Facility - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to execute any Purchase Order for Owner-Direct Purchases that exceed \$50,000, for PD 10-11-054, Escambia County Video Visitation and Sheriff's Training Facility, awarded by the Board to A.E. New Jr., Inc., on July 21, 2011, in the amount of \$3,919,200, which includes the base bid and additive alternates 1,2,3,5 and 6.

[Funding: Fund 352, LOST III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project #10SH0663]

8. Recommendation Concerning the Approval to Issue Fiscal Year 2011-2012 Purchase Orders Totaling \$50,000 or Greater for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the following amounts for Fiscal Year 2011-2012 to issue Purchase Orders and/or Blanket Purchase Orders from previously-awarded or approved annual requirement Contracts or Contractual Agreements, as follows:

Contractor/Not-to-Exceed Amount/Contract

A. Delta Dental Insurance Company - \$670,000 - PD 02-03.61

Vendor # 040643

Dental Insurance

Cost Center 150109

Claims - \$600,000/Admin - \$70,000

B. Blue Cross Blue Shield of Florida - \$13,405,000 - PD 08-09.042

Vendor #023808

Health Insurance

Cost Center 150108

C. Standard Life Insurance Company - \$370,000 - PD 08-09.042

Life Insurance

Cost Center 150110

D. Occupational Health Center of Southwest P.A. - \$546,852 - PD 09-10.005

DBA Concentra Medical Center

Health Clinic

Cost Center: 150108

[Funding Source: 501, Internal Service Fund]

9. Recommendation Concerning Extension of Disaster Management Consultant Services Agreement, PD 09-10.061 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a one-year extension to the multiple-award Contracts for Disaster Management Consultant Services, PD 09-10.061, to Witt Group Holdings, LLC, and PB Americas, Inc., with the effective date of August 19, 2011, with no change to terms and conditions.

[Funding: Disaster Recovery Fund (112)]

10. Recommendation Concerning Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC in the base bid amount of \$2,800,000 plus bid alternate #1, in the amount of \$40,000, bid alternate #2, in the amount of \$31,000, bid alternate #3, in the amount of \$13,000, bid alternate #4, in the amount of \$46,000, and bid alternate #5, in the amount of \$20,000, for a total Contract award of \$2,950,000, for the Molino School Renovation and Restoration, Tax Collector/Property Appraiser and Site Work, PD 10-11.072.

[Funding: Fund 351, LOST II; Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

11. Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies from the 4th Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African American Heritage Society, Inc. - \$25,000.00
2. Art, Culture and Entertainment - \$250,000.00
3. West Florida Historic Preservation, Inc. - \$70,000.00
4. Naval Aviation Museum Foundation, Inc. - \$200,000.00
5. Pensacola Museum of Art, Inc. - \$15,000.00
6. St. Michael's Cemetery Foundation of Pensacola, Inc. - \$25,000.00
7. Pensacola Bay Area Chamber of Commerce, Inc. - \$600,000.00

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

C. Authorize the approval of the necessary Purchase Orders.

12. Recommendation Concerning Approval of Miscellaneous Appropriations Agreement for Gulf Coast Indian Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Gulf Coast Indian Association, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Gulf Coast Indian Association, Inc., in the amount of \$60,000, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;

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

C. Authorize the approval of the necessary Purchase Order.

13. Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - \$40,000.00
2. Escambia Community Clinics, Inc. - \$318,109.00
3. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - \$230,000.00
4. United Way of Escambia County, Inc. (First Call for Help) - \$35,000.00
5. Pensacola-Escambia Human Relations Commission - \$88,700.00
6. Pensacola's Promise, Inc., d/b/a Chain Reaction - \$20,000.00
7. Wildlife Sanctuary of Northwest Florida, Inc. - \$32,580.00

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

C. Authorize the approval of the necessary Purchase Orders.

14. Recommendation Concerning Approval of Fiscal Year 2011/2012
Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of
Commerce, Inc. (Banks Enterprise 2011 Fall Festival) - Amy Lovoy,
Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.:

A. Approve the Miscellaneous Appropriations Agreement in the amount of \$165,000, to conduct a program described as Banks Enterprise 2011 Fall Festival, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;

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

C. Authorize the approval of the necessary Purchase Order.

15. Recommendation Concerning Approval of Fiscal Year 2011/2012
Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of
Commerce, Inc. - Amy Lovoy, Management and Budget Services Department
Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.:

A. Approve the Miscellaneous Appropriations Agreement for \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58202;

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

C. Authorize the approval of the necessary Purchase Order.

16. Recommendation Concerning Approval of Fiscal Year 2011/2012
Miscellaneous Appropriations Agreements for Outside Agencies from the 3rd
Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Services
Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101:

1. Pensacola Sports Association, Inc. - \$230,134.00
2. Perdido Key Area Chamber of Commerce, Inc. - \$172,600.00
3. Pensacola Bay Area Chamber of Commerce, Inc. - \$1,154,191.00

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

C. Authorize the approval of the necessary Purchase Orders.

17. Recommendation Concerning Approval of Fiscal Year 2011/1012
Miscellaneous Appropriations Agreement for Pensacola-Escambia Clean
Community Commission, Inc. - Amy Lovoy, Management and Budget Services
Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola-Escambia Clean Community Commission, Inc:

A. Approve the Miscellaneous Appropriations Agreement for \$40,000, to be paid from the Solid Waste Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

18. Recommendation Concerning Approval of Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Department Director

That the Board take the following action regarding the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the Agreement between the County and Andrea Minyard, MD, District I Medical Examiner, effective for one year, from October 1, 2011, through September 30, 2012, in the amount of \$864,663, to be paid from the General Fund 001, Cost Center 410201; and

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services.

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

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.069, Brickyard Road Paving & Drainage Improvements, to Roads, Inc., of NWF, for a total amount of \$1,674,183.75.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0305]

20. Recommendation Concerning Approval of a \$560,000 Purchase Order for Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a Purchase Order, in the amount of \$560,000, for the Santa Rosa Island Authority (SRIA), to be paid from the Debt Service Fund (203), Cost Center 110248, Account 58101. On September 18, 2008, the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the Santa Rosa Island Authority makes toward the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the Interlocal Agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds, but the County will refund the same amount of money from the debt service reserve.

The Santa Rosa Island Authority will then use these funds to reduce certain Lease fees for commercial properties on the Island.

21. Recommendation Concerning Approval of Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement relating to the Fiscal Year 2011/2012 funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2011, through September 30, 2012;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

22. Recommendation Concerning a Bridge Maintenance Agreement Related to the Replacement of the Fannie Road Bridge Over Dead Lake (Bridge No. 484045) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Bridge Maintenance Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement of the Fannie Road Bridge over Dead Lake (Bridge No. 484045):

A. Approve the Bridge Maintenance Agreement between FDOT and Escambia County, related to the replacement of the Fannie Road Bridge over Dead Lake (Bridge No. 484045); and

B. Authorize the Chairman or Vice Chairman to execute the documents.

[Funding Source: Fund 175, "Transportation Trust Fund", Account 210402/54601]

FDOT will replace Bridge No. 484045 on Fannie Road over Dead Lake. The anticipated FDOT let date is 2014. This is a 51-year-old, structurally deficient bridge. Upon Board approval of the Maintenance Agreement, and once the structure is completed, Escambia County will be responsible for maintenance of the bridge.

23. Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 for the Management and Budget Services Department - Amy Lovoy, Management and Budget Services Department Director

That the Board for Fiscal Year 2011-2012 approve the issuance of individual Purchase Orders, based upon previously-awarded annual requirements as follows:

A. City of Pensacola - \$3,318,342.00

Vendor Number: 033300

Northwest Florida Regional Library

Fund: 001

Cost Center: 110201

Account Code: 58102

B. Northwest Florida Legal Services, Inc. - \$124,688.00

Vendor Number: 141832

Legal Aid

Fund: 115

Cost Center: 410802

Account Code: 58201

C. O'Sullivan, Creel, LLP - \$164,857.95

Vendor Number: 150323

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

D. SMG - \$353,763.00

Vendor Number: 190107

Civic Center Management Fee

Fund 409

Cost Center: 221301

Account Code: 53401

24. Recommendation Concerning Voluntary Cleanup Tax Credit Broker Contract - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the Chairman to execute the Agreement for Sale of Tax Credits to retain Clocktower Tax Credits, LLC, for the purpose of brokering the sale of Escambia County's Brownfield Voluntary Cleanup Tax Credits.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement]

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

That the Board approve and authorize the County Administrator to execute the following Change Order #14, relating to the Biosparging Contamination Remediation System, for the funding of the installation of the final components of the remediation system and for one year of operations and maintenance, for property located at 603 West Romana Street:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$207,796.16
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street
Contract:	PD 06-07.038
PO No.:	291405-14
CO No.:	14
Original Award Amount:	\$59,218.82
Cumulative Amount of Change Orders through CO #14	\$568,252.03
New Contract Total:	\$627,470.85

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 CDBG Cost Center 220435/53101, in the amount of \$63,624.04, and NEFI 2011 CDBG Cost Center 220439/53101, in the amount of \$144,172.12]

26. Recommendation Concerning the Purchase of Real Property, Located on Valle Escondido Drive, from Hills Apartment Communities, L.C. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the purchase of a parcel of real property (approximately 0.14 acres), located on Valle Escondido Drive, from Hills Apartment Communities, L.C.:

A. Authorize staff to proceed with the purchase process and negotiate the purchase of a parcel of real property (approximately 0.14 acres) from Hills Apartment Communities, L.C., for the negotiated amount of \$12,196.80, and accept a temporary construction Easement, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

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

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project #10EN0401]

Due to the proposed partial closure of Valle Escondido Drive, the County has plans to do some improvement work, including lane realignment, landscaping and drainage, at the intersection area of Valle Escondido Drive and Caddy Shack Lane, the estimated cost of construction is \$28,000. The portion of Valle Escondido Drive which extends south off West Michigan Avenue for approximately 1600 feet to its terminus, near the intersection of Valle Escondido Drive and Caddy Shack Lane, is privately-owned and maintained by Hills Apartment Communities, L.C., who has requested the access closure of their private road. To maintain drainage and access for public safety as well as other public services it is necessary to acquire this property.

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

That the Board take the following action regarding the acquisition of two adjacent parcels of real property (totaling approximately 0.62 acres), located at 2420 West Delano Street, from C & L Distributing Co., Inc.:

A. Approve the Contract for Sale and Purchase for the acquisition of two adjacent parcels of real property located at 2420 West Delano Street, totaling approximately 0.62 acres; and

B. Authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase and any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Account 210107/56101, Project 08EN0053, "Delano Road and Drainage Improvements" - \$42,000 and Fund 181, "Master Drainage Basin VII", Account 210725/56101 - \$35,000]

Meeting in regular session on May 19, 2011, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the two lots for the negotiated amount of \$77,000. The owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of the Contract for Sale and Purchase.

28. Recommendation Concerning Issuance of a Purchase Order to Christopher C. Bargaineer Concrete Construction, Inc., for ADA (Americans with Disabilities Act) Related Concrete Work Associated with County Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board authorize the issuance of a Purchase Order to Christopher C. Bargaineer Concrete Construction, Inc., for a not-to-exceed amount of \$80,000, to provide concrete construction work for County Parks and Recreation, as required to meet the Americans with Disabilities Act (ADA) requirements. This action will finance completion of accessibility improvements to various County park facilities in order to comply with the requirements of the ADA. Three quotes were received from qualified concrete/masonry contractors for completion of concrete flat work (sidewalks, parking pads, etc.) on a per unit basis. The lowest per unit cost was submitted by Christopher C. Bargaineer Concrete Construction, Inc., at a unit price of \$3.75 per square foot. Work will be assigned to the awarded contractor by Parks and Recreation personnel on a project-by-project basis, with the aggregate not to exceed \$80,000.

[Funding Source: Grant: Fund 129/2010 CDBG, "Activity: ADA Improvements to County Facilities", Cost Center 220435; Object Code 56301]

29. Recommendation Concerning the Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three parcels of real property, located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.:

A. Authorize staff to make an offer to Parker Custom Built Homes, Inc., to purchase three parcels of real property (totaling approximately 1.05 acres) for \$85,000, which is \$10,000 above the appraised amount of \$75,000; and

B. Approve requiring the owners to accept any offer authorized by the Board within 30 days from the date of this Board action and pay closing costs of documentary stamps.

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455]

Meeting in regular session on September 17, 2009, the Board approved the Recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems.

30. Recommendation Concerning the Lease of Property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Perdido Fire Station – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the lease of property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Perdido Key Fire Station:

- A. Approve the Release of Lease No. 3650 to terminate the existing Lease for the property, due to expire in 2018;
- B. Approve the Lease Agreement, Lease Number 4685, for a 30-year lease of the same property, due to expire in 2041, for an annual administrative fee of \$300; and
- C. Authorize the Chairman to sign both documents.

[Funding Source: Fund 143, Fire Protection / Cost Center 330206, Fire Dept. Pd. / Object Code 54901, Other Current Charges and Obligations]

31. Recommendation Concerning Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program, SNAP #2011-2012-01 - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2011-2012-01:

- A. Approve the Contract between Workforce Escarosa, Inc., and the County for SNAP, SNAP #2011-2012-01, for the period of October 1, 2011, through June 30, 2012, in the amount of \$143,000; and
- B. Authorize the Chairman to sign the Contract and any subsequent related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

32. Recommendation Concerning Comdata MasterCard Corporate Card Agreement for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Comdata MasterCard Corporate Card Agreement:

A. Approve the Agreement which will allow the Public Safety Department to continue the use of fuel cards for its fleet vehicles; and,

B. Authorize the County Administrator to sign the Agreement and any related documents.

[Funding Source: Fund 001, General Fund, Cost Center 330402, Emergency Management; Fund 110, Other Grants & Projects, Cost Center 330412, DCA-Civil Defense GRT2012; Fund 143, Fire Protection Fund, Cost Center 330206, Fire Dept Pd; Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations]

33. Recommendation Concerning First Amendment to the Agreement between the Escambia County Board of County Commissioners and Motorola Solutions, Inc., (f/k/a Motorola Communications and Electronics, Inc.) for Repair and Maintenance of Microwave Systems and Fixed Equipment - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the First Amendment to the Agreement between the Escambia County Board of County Commissioners and Motorola Solutions, Inc. (f/k/a Motorola Communications and Electronics, Inc.) for Repair and Maintenance of Microwave Systems and Fixed Equipment:

A. Approve the First Amendment to delete the requirement for the County to provide 30 days written notice to cancel or renew the 2009 Agreement (for PD 08-09.047), to enable extension of the Fiscal Year 2011 Service Agreement with Motorola (\$9,965 per month), until the project to upgrade the County-wide emergency communications system (P25) is complete and warranty commences for covered equipment; and

B. Authorize the Chairman to sign the First Amendment.

[Funding: Fund 001, General Fund; Cost Center 330403, Communications; Object Code 54601, Repairs & Maintenance]

34. Recommendation Concerning the Second and Final Payment for Awarded State EMS County Grant C0017 - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to sign the Request for Grant Fund Distribution to enable the Florida Department of Health, Bureau of Emergency Medical Services (EMS) to release the second and final payment for awarded State EMS County Grant C0017, in the amount of \$19,434, for the purpose of improving and expanding pre-hospital emergency medical services.

35. Recommendation Concerning Program Participation Agreement with Pathways for Change, Inc., for Fiscal Year 2011-2012 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida (County) [Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]:

- A. Approve the Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2011/2012 up to \$140,000 to the Program (the "County Contribution"). The County contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors,
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/ Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

36. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2011-2012 for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2011-2012, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements as provided below, for the Corrections Bureau.

A. Community Corrections

<u>Vendor/Contractor</u>	<u>Amount</u>
1. ProTech Monitoring Vendor # 165134 Electronic Monitoring(GPS) Fund: 114 Cost Center: 290303	\$250,000
2. Trinity Services Vendor # 202723 Meals for Work Release Inmates Fund: 114 Cost Center: 290305	\$200,000

B. Road Prison

<u>Vendor/Contractor</u>	<u>Amount</u>
1. US Food Service Vendor # 210315 Miscellaneous Food Items Fund: 175 Cost Center: 290202	\$80,000
2. Sysco Foods Vendor # 196366 Miscellaneous Food Items Fund: 175 Cost Center: 290202	\$70,000
3. Kimbles Food by Design Vendor # 110824 Commissary Items Fund: 175 Cost Center: 290205	\$165,000

37. Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 401, Solid Waste Fund, Cost Centers: 230304, 230306, 230307, 230308, 230309, 230314, and 230315

38. Recommendation Concerning Fiscal Year 2011/2012 Purchase Orders in Excess of \$50,000 for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders (in excess of \$50,000), for Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Solid Waste Management Department.

39. Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, for the Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Parks and Recreation Department.

40. Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for County Administration for Fiscal Year 2011/2012 - Charles R. "Randy" Oliver, County Administrator

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements, as provided below, for County Administration for Fiscal Year 2011/2012:

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
A. Gentry & Associates, LLC Vendor Number: 071229 State Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101/Professional Services-\$60,000	\$60,000	PD 10-11.055
B. MWW Group Vendor Number: 121846 Federal Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101/Professional Services-\$84,000	\$84,000	PD 10-11.001
C. Securitas Security Services USA, Inc. Vendor Number: 191895 Security Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53401/Contractual Services-\$33,000 Fund: 114 (Miscellaneous and Probation Fund) Cost Center: 290305 Object Code 53401/Contractual Services-\$60,000 Fund: 115 (Article 5)	\$308,000	PD 10-11.043

Cost Center: 410505
Object Code 53401/Contractual
Services-\$215,000

41. Recommendation Concerning Street Name Approval of "Lowery Road" - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Lowery Road", for a private road running south off of the 1000 Block of West Highway 4, approximately 2/3 of a mile west of Lake Stone Road. One hundred percent of the property owners signed the petition. This street is in Commission District 5.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

42. Recommendation Concerning Street Name Approval of "Beloved Path" - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Beloved Path", for a County road running west off of the 1600 Block of Albany Avenue and 375 feet north of Graupera Street. One hundred percent of the property owners signed the petition. This street is in Commission District 2.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

III. For Discussion

1. Recommendation Concerning Refinancing Portions of the 2002 Sales Tax Refunding Revenue Bonds - Amy Lovoy, Management and Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the "2011 Resolution") authorizing the issuance and sale of not exceeding \$30,000,000 Escambia County, Florida, Sales Tax Refunding Revenue Bond, Series 2011 (the "2011 Bond"). The 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder, to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock.

(RESOLUTION TO BE DISTRIBUTED UNDER SEPARATE COVER)

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

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Karen McCauley's Workers' Compensation Settlement

That the Board approve payment to former Sheriff's Department employee Karen McCauley, in the amount of \$60,000, inclusive of attorney's fees and costs, in full and final settlement of all Workers' Compensation claims against Escambia County and the Sheriff's Department.

2. Recommendation Concerning Scheduling An Attorney/Client Session

That the Board:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for November 3, 2011 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the Pensacola News Journal on Saturday, October 22, 2011.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of Escambia County v. Robert Chapman Enterprises, Inc., et al. in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m., C.T. on Thursday, November 3, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Pepler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

3. Recommendation Concerning the Settlement Agreement in the Case of Carlson v. Sears, et al. / Case No. 2010 CA 1497

That the Board approve and authorize the Chairman to execute the Settlement Agreement in the case of Scott and Denise Carlson v. Ricky B. Sears, R. B. Sears Land Surveying, Inc., James D. Gaines and Joyce W. Gaines, Westcor Land Title Insurance Company, WOS Enterprises, LLC, and Escambia County.

4. Recommendation Concerning a Decorum Policy Titled Orderly Conduct of Meetings

That the Board consider approving the attached Orderly Conduct of Meetings Policy establishing rules to ensure the orderly conduct of meetings and to protect the public from potentially injurious conduct.

5. Recommendation Concerning Disposition of County Property

That the Board approve the request for Disposition of Property which is described and listed on the attached disposition form and reason stated.

II. For Discussion

1. Recommendation Concerning June Guerra's 2006 Santa Rosa Island Municipal Services Benefit Unit (MSBU) Assessment

That the Board discuss and provide direction on how to proceed with a request brought forward by June Guerra at the September 15, 2011, public forum to forgive interest accrued on her 2006 Santa Rosa Island MSBU assessment. Options for the Board include:

A. Direct the County Attorney's Office to draft and forward a request for an Attorney General's Opinion; or

B. Direct the County Attorney's Office to draft an amendment to the Santa Rosa Island MSBU Ordinance to provide for appellate procedures, schedule a public hearing for the ordinance amendment, and provide the requested relief to Ms. Guerra; or

C. Deny the requested relief and maintain the status quo.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1410

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 10/06/2011

Issue: Florida Shore & Beach Preservation Association's Local Government Award

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Special Recognition.

Recommendation: That the Board recognize Timothy Day, Environmental Programs Manager, Water Quality & Land Management Division, Community & Environment Department, as the 2011 recipient of the Florida Shore & Beach Preservation Association's Local Government Award.

BACKGROUND:

Timothy Day was chosen as the 2011 recipient of the Florida Shore & Beach Preservation Association's Local Government Award (FSBPA). The award was presented as part of FSBPA's 55th Annual Conference in Miami, Florida, on September 15, 2011.

This award recognizes Tim's steady leadership and guidance on behalf of Escambia's beaches and recent oil spill recovery efforts. Engineering consultants and the Awards Committee agreed that Tim was most deserving of this award.

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

FSBPA Award Letter



FLORIDA SHORE & BEACH
PRESERVATION ASSOCIATION

A League of Cities and Counties on Beach and Coastal Issues

P.O. Box 13146
Tallahassee, Florida 32317-3146
(850) 906-9227
mail@fsbpa.com
www.fsbpa.com

August 2, 2011

Tim Day
Coastal Programs Manager - Coastal & Floodplains
Escambia County
3349 West Park Place
Pensacola, FL 32505

Dear Tim:

Congratulations! After member nomination and Awards Committee selection, you have been chosen as the 2011 recipient of the Florida Shore & Beach Preservation Association's Local Government Award.

This award recognizes your steady leadership and guidance on behalf of Escambia's beaches and recent oil spill recovery efforts. Your coastal engineering consultants, specifically Al Browder, thought that you were most deserving of this award, and the Awards Committee agreed.

As part of FSBPA's 55th Annual Conference (September 14-16, 2011) at the Eden Roc Renaissance in Miami Beach, the award will be presented at the banquet, Thursday, September 15, at 6:30 p.m. Please let me know (debbie@fsbpa.com) if you are unable to accept the award in person. Additional conference and hotel information may be found at www.fsbpa.com/annual.htm.

I sincerely hope to see you in Miami Beach, a most fitting location to recognize and celebrate your outstanding contributions to Florida's beaches.

Sincerely,

Deborah E. Flack
President

cc: Al Browder



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1526

Proclamations Item #: 7.

BCC Regular Meeting

Meeting Date: 10/06/2011

Issue: Ratification of Retirement Proclamation

From: Jennifer Echols

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamation.

Recommendation: That the Board ratify the Proclamation dated October 6, 2011, commending and congratulating Cleophus Millender, Operations Supervisor, Department of Solid Waste Management, on his retirement after 20 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, Cleophus Millender worked as a County employee very faithfully for 20 years, retiring as an Operations Supervisor with the Solid Waste Management Department; and

WHEREAS, he has played a major role in the development and day to day operations of the Escambia County Perdido Landfill; and

WHEREAS, he has consistently been steadfast in his department, and an example of commitment and trustworthiness for those whom he served and those who have supported him during his years as Supervisor.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Cleophus Millender for 20 years of faithful and dedicated service as a County employee.

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



Kevin W. White, Chairman, District Five

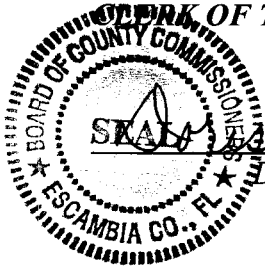
Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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


Deputy Clerk

Dated: October 6, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1558

Proclamations Item #: 8.

BCC Regular Meeting

Meeting Date: 10/06/2011

Issue: Adoption of Proclamations

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

- A. Adopt the Proclamation proclaiming October 2-8, 2011, as "National 4-H Week" in Escambia County; and
- B. Ratify the Proclamation dated September 21, 2011, proclaiming October 2011 as "National Disability Employment Awareness Month" 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, October, 2-8, 2011, is National 4-H Week in the United States; and

WHEREAS, more than 5 million young people take part in 4-H Club programs nationwide; and

WHEREAS, 4-H is ranked fourth in total awareness among agencies serving youths; and

WHEREAS, the Florida Cooperative Extension Service conducts 4-H programs through the State's land-grant universities, the University of Florida and Florida A & M University, with the mission to help young people acquire knowledge, develop life skills and form attitudes, which will help them become self-directing, productive members of society; and

WHEREAS, 4-H addresses issues facing young people wherever they live – in inner cities, suburbs and rural communities and helps break barriers by focusing on learning-by-doing; and

WHEREAS, 4-H builds young people's self-esteem, leadership and citizenship skills and focuses on critical issues, such as protecting the environment; and

WHEREAS, 4-H has programs on food and nutrition, science and technology, natural resources, substance abuse prevention, growing plants, caring for farm animals, career education, community pride, citizenship and leadership; and

WHEREAS, exciting, fun and student-centered educational programs are available through Escambia County 4-H programs; and

WHEREAS, more than 12,000 adult and youth volunteers in Florida and more than 600,000 nationwide, donate countless hours and effort each year in preparing for and teaching young people.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of Escambia County, Florida, hereby proclaims the week of October 2-8, 2011, as

"NATIONAL 4-H WEEK"

in Escambia County, and urges the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Escambia County 4-H Youth Development and to join the Board in recognizing the unique partnership between our County and our university system.

**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: October 6, 2011

PROCLAMATION

WHEREAS, an effort to educate the American public about issues related to disability and employment actually began in 1945, when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week." In 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities. In 1988, Congress expanded the week to a month and changed the name to "National Disability Employment Awareness Month"; and

WHEREAS, on October 4, 2011, the Disabilities Summit Council, Pensacola Employ the Handicapped Council and Pensacola Pen Wheels, Inc., will host the 7th Annual "National Disability Awareness Month Luncheon"; and

WHEREAS, the annual Summit has grown in attendance from 25-30 participants to over 200 participants. The Master of Ceremonies for this event is the Honorable Senator Stephen R. Wise, Chairman, Senate Committee on Education Pre-K-12 Policy; and

WHEREAS, Senator Wise, a well-known advocate for the disabled, has introduced numerous bills into legislation that have had a tremendous positive impact in the areas of education and services supporting an even playing field for citizens with disabilities.

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

"NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH"

in Escambia County and wishes the Disabilities Summit Council, Pensacola Employ the Handicapped Council and Pensacola Pen Wheels, Inc., continued success in their endeavors and joins them in welcoming Senator Stephen R. Wise to our area.

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



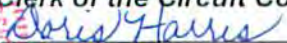
Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Dated: September 21, 2011





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1557

Public Hearings Item #: 10.

BCC Regular Meeting

Meeting Date: 10/06/2011

Issue: 5:31 p.m. Public Hearing - Amending the Borrow Pit Ordinance, Chapter 42, Art. VIII, Section 42-323, Code of Ordinances

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Borrow Pit Ordinance, Chapter 42, Article VIII, Section 42-323, of the Escambia County Code of Ordinances.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance amending the Borrow Pit Ordinance, Chapter 42, Article VIII, Section 42-323, of the Escambia County Code of Ordinances.

BACKGROUND:

At its September 27, 2011, meeting the Board approved scheduling the public hearing and ratified the advertisement in the Pensacola New Journal. At its previous meeting held on September 15, 2011, the Board directed staff to provide within 30 days an amendment to the Borrow Pit Ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney drafted the proposed amendment to the Borrow Pit Ordinance and the Notice of Intent to Adopt was advertised in the Saturday, September 24, 2011, *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

Proof of Publication

30 expansion/reclamation thereof. Public hearings are required in all cases
31 where the proposed use conflicts with the future land use designation,
32 zoning, permitted uses, and/or performance standards of this Code for the
33 site location. In applicable cases, the Escambia County Planning and
34 Zoning Department will process completed applications and schedule
35 public hearings for future land use changes, rezonings, conditional use
36 and/or variance requests in accordance with article 2 (Administration) of
37 the Land Development Code (LDC) upon receipt of required fees.

38 (2.) *Local permit.* A county resource extraction permit is required for all
39 excavation/mining activities not permitted by the county, including borrow
40 pits. Any person desiring to obtain such permit shall file an application for
41 site plan review with the Escambia County Planning and Zoning
42 Department on an application form provided by the department. The
43 application shall include proof of any required federal or state permits, a
44 plan for excavating the land in excavation/mining units, and a reclamation
45 plan for the site that meets all state and local requirement (reference state
46 requirements for reclamation standards in F.A.C. ch. 62C-39, and F.S.
47 chs. 378 and 403).

48 a. *Term of permit.* When state permits are required, the county permit
49 shall have an expiration date that coincides with that of the state
50 permit (generally five years, when applicable). The county permit is
51 renewable.

52 b. *Surety.* The applicant shall submit general surety payable to
53 Escambia County in an amount itemized according to the

54 respective development order requirement, repair, or reclamation
55 measure in the event of noncompliance with the terms of the
56 development order. An engineer registered in the State of Florida
57 shall certify the total surety amount. Proceedings against the
58 surety in case of violation shall be in accordance with subsection
59 (3)b., below.

60 (3.) *Reclamation plan.* The reclamation plan for mined-out lands shall be
61 consistent with federal and state reclamation standards (particularly those
62 referenced in subsection (2) above), shall comply with the performance
63 standards required by the county listed in LDC, article 7, and shall be
64 consistent with the intended post-mining land use. The plan shall provide
65 for reclamation activities to be completed in a timely manner and
66 sequence per the terms of the required development order. The
67 reclamation plan shall include a process for reclaiming mined-out land in
68 reclamation units so that no more than five acres of mined-out land are
69 exposed at any one excavation site, unless the terms of the development
70 order provide for an exception. Reclamation of mined-out lands shall
71 commence within one year of cessation of mining operations, shall include
72 revegetation as early as practical, and shall be completed by the county-
73 approved date established for the specific site.

74 a. *Financial assurance for closure and reclamation.* The applicant
75 shall provide proof of financial assurance in accordance with F.A.C.
76 ch. 62.701 for reclamation involving debris disposal. The applicant
77 shall also provide reclamation surety payable to Escambia County

78 for all land previously disturbed by mining activities for which
79 annual completion of reclamation has not been approved by the
80 county engineer. The required amount of reclamation surety shall
81 equal 110 percent of the reclamation cost, which shall be certified
82 by a professional retained by the applicant. The amount shall be
83 subject to the approval of the county administrator or his/her
84 appointed designee.

85 b. *Proceeding against surety.* If at any time the applicant fails to
86 satisfactorily undertake corrective action in response to a notice of
87 violation, the board of county commissioners may initiate
88 proceedings against the surety, including any proceedings in a
89 court of competent jurisdiction. Such proceedings shall not
90 commence until surety has been given 60 days to require
91 commencement of corrective action. In such proceeding, the
92 recoverable damages and costs shall not be limited to the
93 reasonable value of the land prior to the mining activities and shall
94 include the award of costs and reasonable attorneys' fees.

95 (4.) *Site plan review.* An application for mining, borrow pit operations and/or
96 reclamation activities thereof in Escambia County will be processed as a
97 major development site plan review requiring an approved county
98 development order. Upon receipt of a completed application, the
99 application will be reviewed for compliance with all applicable provisions of
100 this Code (see Comprehensive Plan, chapters 7 and 11, and LDC, articles
101 4, 6, 7, 9, and 12). If the criteria or performance standards established for

102 the district in which the mining operations or reclamation activity thereof is
103 located conflict with the performance standards regulating off-site impacts
104 provided for in LDC, article 7, the stricter criteria shall be applied.

105 (5.) *Existing (active) borrow pits and/or reclamation.* All operators/owners of
106 existing active pits as of the date of adoption of Ordinance 2005-18 (June
107 2, 2005) shall comply with the provisions of this article and meet the
108 performance standards of LDC, article 7. ~~The following provisions also~~
109 ~~apply to existing, active borrow pits and/or any reclamation activity:~~
110 However, such pits shall be considered legal, nonconforming uses if the
111 operators/owners hold one of the following permits from the County:

112 a. ~~Development review.~~ Pit operators/owners of existing (active) pits
113 not permitted by the county are subject to county are subject to
114 county development review committee (DRC) review and required
115 fees within 180 days of the date of adoption of Ordinance 2005-18.
116 Application for DRC review shall include a reclamation plan that
117 provides for restoration of affected lands. The county shall issue a
118 development order within 60 days of submittal, with compliance
119 required within 180 days from the date of the approved
120 development order. Failure to comply with the terms of the
121 development order shall subject it to revocation. Future land use
122 and/or zoning changes, if required for reclamation activities, shall
123 be obtained prior to the issuance of a development order. Inability
124 to comply with the terms of the development order shall be

125 processed either as an appeal or a variance to the board of
126 adjustment.

127 a. A local interim permit obtained no later than December 5, 2011.
128 Such interim permit shall be available from the Planning and Zoning
129 Department, and be valid for twelve (12) months from date of issue.
130 In order to obtain a local interim permit, the owner/operator must
131 provide the county the right to inspect the premises, as described in
132 section 42-325(2) of this ordinance. Denial of an inspection shall
133 result in revocation of a local interim permit.

134 or

135 ~~b. *Nonconforming uses.* Operators/owners of legal nonconforming~~
136 ~~existing borrow pits or disposal facilities as of the date of adoption~~
137 ~~of Ordinance 2005-18 nor permitted within their applicable future~~
138 ~~land use category and/or zoning district may continue borrow pit~~
139 ~~operations without application for a future land use and/or zoning~~
140 ~~change. However, any expansion beyond the terms of the~~
141 ~~development order constitutes an expansion of a nonconforming~~
142 ~~use.~~

143 b. A local permit obtained no later than December 5, 2011 or
144 expiration of an interim permit, whichever is later. A local permit requires
145 the owner/operator to provide the county the right to inspect the premises,
146 as described in section 42-325(2) of this ordinance, and show proof of
147 active, valid state, federal or other applicable jurisdiction permits. Proof of
148 valid, active state, federal or other applicable jurisdiction permits must be

149 provided at any time upon request. Failure to maintain or provide proof of
150 valid, active state, federal or other jurisdiction permits shall result in
151 revocation of a local permit. Denial of an inspection shall result in
152 revocation of a local permit.

153 Interim local permits and local permits issued pursuant to this subsection are not
154 subject to DRC or BCC review. However, any expansion of borrow
155 pit/mining/reclamation uses to any parcel not subject to such uses on October 5, 2011 is
156 considered an expansion of a nonconforming use.

157 (6) *Performance standards.* Setbacks, fencing, and other related
158 requirements for mining, excavation and reclamation sites shall be subject
159 to specific performance standards in addition to those required of the
160 applicable zoning district (see LDC, articles 7 and 12).

161 (7) *Issuance.* Upon determining that the use for which the permit is sought
162 will comply with the terms of this chapter and with all county regulations
163 and ordinances, the county shall grant a resource extraction permit as part
164 of the development order concurrent with development review committee
165 (DRC) approval allowing the requested use for mining and/or resource
166 extraction. In some cases, the issuance of the permit may include
167 conditions as part of the permit approval and compliance process. For
168 expired borrow pits and mined-out lands that do not require a resource
169 extraction permit per the provisions of this article, the DRC shall issue a
170 general permit as part of the development order concurrent with DRC
171 approval for the request reclamation activity that includes a required date
172 for complete reclamation of the site.

173

174 (8) *Appeals.* Upon site plan approval, any affected party may file an appeal
175 with the board of adjustment pursuant to LDC, article 2.

176 **Sec. 42-324. Scope and compliance.**

177 This article applies to property located in unincorporated areas of Escambia
178 County, Florida. All property subject to this article must be brought into compliance
179 within 90 days of the date of adoption of this article, except for existing pits authorized a
180 more extended timeframe per the provisions of section 42-323(5)a., above.

181 **Sec. 42-325. Enforcement.**

182 (1) *Liability.* As a condition of the issuance of a local permit, the owner and/or
183 operator shall be subject to liability to any injured party for damages resulting from any
184 discharge, emission, spill, or release of any substance, from any vibrations, noise, or
185 groundwater contamination, or from failure of the owner/operator to complete any
186 reclamation of lands as required. This provision does not affect or alter sovereign
187 immunity protections afforded governmental entities.

188 (2) *Inspections.* Pit operators shall allow county inspector or contracted
189 representatives to access mine/pit property at any reasonable time for the purpose of
190 inspection to insure compliance with the terms and conditions of the permit, the
191 development order, this article, and all applicable laws. Pit operators shall be subject to
192 random quarterly inspections of their pits and shall assume all costs of the inspections
193 thereof. A copy of the inspection report shall be provided to the operator. Inspectors will
194 coordinate with the Florida Department of Environmental Protection and the cognizant
195 county department regarding site visits and inspection criteria.

196

197 (3) *Violations.* Violations of any portions of this article will be enforced by the
198 environmental code enforcement division pursuant to chapter 30 of the Escambia
199 County Code of Ordinances, the county code enforcement system. Failure to comply
200 with this article and/or any site specific permit requirements will result in fines and liens
201 being levied against the owner or operator, or both, pursuant to chapter 30 of the
202 Escambia County Code of Ordinances and F.S. § 162.069, as amended.

203 (4) *Civil action.* The county attorney is authorized to institute a civil action in a
204 federal or state court of competent jurisdiction to seek injunctive relief to enforce
205 compliance with this article, in order to protect the health, safety and welfare of the
206 public.

207 **Section 2. SEVERABILITY.**

208 It is declared the intent of the Board of County Commissioners that if any
209 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid
210 or unconstitutional by a Court of competent jurisdiction, such invalidity or
211 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
212 remaining provisions of this Ordinance.

213 **Section 3. INCLUSION IN THE CODE.**

214 It is the intention of the Board of County Commissioners that the provisions of
215 this Ordinance shall become and be made a part of the Escambia County Code; and
216 that the sections of this Ordinance may be renumbered or relettered and the word
217 “ordinance” may be changed to “section,” “article,” or such other appropriate word or
218 phrase in order to accomplish such intentions.

219

220

221 **Section 4. EFFECTIVE DATE.**

222 This Ordinance shall become effective upon its filing with the Department of
223 State.

224 DONE AND ENACTED this _____ day of _____, 2011.

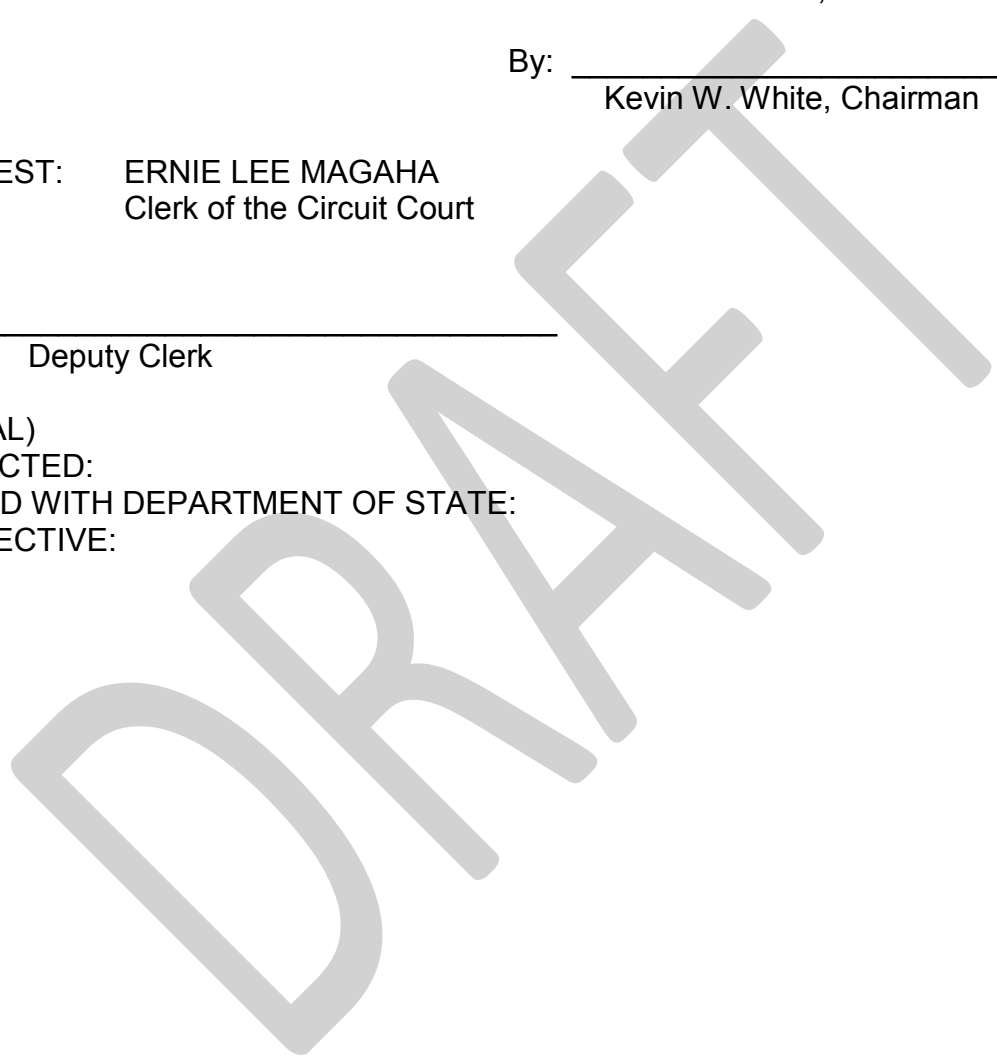
225 BOARD OF COUNTY COMMISSIONERS
226 ESCAMBA COUNTY, FLORIDA

227 By: _____
228 Kevin W. White, Chairman

229 ATTEST: ERNIE LEE MAGAHA
230 Clerk of the Circuit Court

231
232
233
234 By: _____
235 Deputy Clerk

236 (SEAL)
237 ENACTED:
238 FILED WITH DEPARTMENT OF STATE:
239 EFFECTIVE:



Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **BRENT MILLER** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

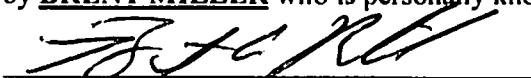
Notice of Intent to Adopt a County Ordinance

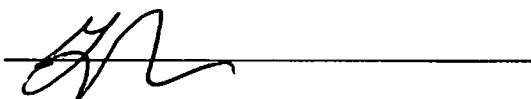
Was published in said newspaper in the issue(s) of:

September 24, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 26th Day of September, 2011, by **BRENT MILLER** who is personally known to me.

 Affiant

 Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, October 6, 2011 at 5:31 p.m.** in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 42, ARTICLE VIII, SECTION 42-323 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; AMENDING THE BORROW PIT REGULATIONS; AMENDING AND EXTENDING THE GRANDFATHERING PROVISIONS REGARDING EXISTING BORROW PITS; PROVIDING FOR REVISED PERMITTING REQUIREMENTS FOR EXISTING BORROW PITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Escambia County Government Complex, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1538676 1T September 24, 2011

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996829



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-1523 **Clerk & Comptroller's Report** **Item #: 11. 1.**

BCC Regular Meeting

Meeting Date: 10/06/2011
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 three reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

- A. Payroll Expenditures for Pay Date September 16, 2011, in the amount of \$2,075,362.13; and
- B. The following two Disbursement of Funds:
 - (1) September 8, 2011, to September 14, 2011, in the amount of \$5,557,687.58; and
 - (2) September 15, 2011, to September 21, 2011, in the amount of \$10,098,168.09.

Attachments

20111006 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: September 16, 2011

Check No:	\$0.00
Direct Deposits:	\$1,109,281.90
Total Deductions and Matching Costs:	\$966,080.23
Total Expenditures:	\$2,075,362.13

2011 SEP 14 P 12:06
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 ERNIE LEE MAGAHA



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
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 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

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

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

FINANCE
 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:

09/08/11 to 09/14/11

DISBURSEMENTS

Computer check run of:

<u>09/08/11 & 09/14/11</u>	\$ <u>5,173,163.41</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>16,918.00</u>
Preferred Governmental Claims	\$ <u>90,377.90</u>
Pensacola Beach Chamber	\$ <u>0.00</u>
Perdido Key Chamber	\$ <u>74,995.00</u>
Fiesta of Five Flags Foundation, Inc	\$ <u>0.00</u>
Pensacola Escambia Promotion & Dev	\$ <u>202,233.27</u>

Total Disbursement by Wire

\$ 384,524.17

TOTAL DISBURSEMENTS

\$ 5,557,687.58

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 SEP 15 P 12: 22
 THE BOARD OF
 COUNTY COMMISSIONERS
 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
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 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

09/15/11 to 09/21/11

DISBURSEMENTS

Computer check run of:

<u>09/21/11</u>	\$ <u>3,911,911.79</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>27,628.86</u>
Dental Insurance	\$ <u>5,135.85</u>
Credit Card Purchases	\$ <u>24,200.99</u>
Aero Training & Rental, Inc	\$ <u>44,415.85</u>
FL Tourism - Deep Water Horizon Oil Spill	
Pensacola Beach Chamber	\$ <u>47,651.90</u>
Perdido Key Chamber	\$ <u>37,222.85</u>
Investments	\$ <u>6,000,000.00</u>

Total Disbursement by Wire \$ 6,186,256.30

TOTAL DISBURSEMENTS \$ 10,098,168.09

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 SEP 22 A 8:33
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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

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

AI-1525 **Clerk & Comptroller's Report** **Item #: 11. 2.**

BCC Regular Meeting

Meeting Date: 10/06/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

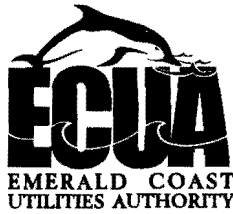
Recommendation:

Recommendation Concerning Acceptance of Documents

That the Board accept, for filing with Board's Minutes, the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2012 for the Emerald Coast Utilities Authority (ECUA), as submitted by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on September 14, 2011.

Attachments

20111006 CR I-2



P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

September 12, 2011

Ernie Lee Magaha
Clerk of the Circuit Court
M C Blanchard Building
190 Governmental Center
Pensacola, FL 32501

Dear Sir:

In accordance with Chapter 218.35(4) of the Florida Statutes please find enclosed copies of the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2012 for the Emerald Coast Utilities Authority.

If you have any questions, please feel free to contact me at 969-3320.

Sincerely,

Debra Buckley
Director of Finance

DB/rb

Enclosure: Proposed Budgets

RECEIVED THE CLERK OF THE CIRCUIT COURT OF ESCALONIA COUNTY, FL. 2011 SEP 14 A 9:40

ECUA BUDGET

WATER & WASTEWATER SYSTEMS

FY 2012

**EMERALD COAST UTILITIES AUTHORITY
WATER & WASTEWATER SYSTEMS
PROPOSED SOURCES & USES
FISCAL YEAR 2012**

SOURCES

MONTHLY SERVICE CHARGES :		
WATER	\$36,243,201	
WASTEWATER	45,294,014	
TOTAL MONTHLY SERVICE CHARGES	81,537,215	
CONNECTION CHARGES	268,905	
MISCELLANEOUS	1,281,509	
SEWER IMPROVEMENT FEE	6,117,415	
TOTAL OPERATING REVENUES	89,205,044	
INTEREST INCOME		218,836
IMPACT FEES		1,250,000
TOTAL REVENUES		90,673,880
BEGINNING BALANCES :		
UNRESTRICTED RESERVES		3,500,000
BOND FUNDS		28,190,446
PROJECT CONTINGENCIES (WORKING CAPITAL)		5,983,814
TOTAL SOURCES		128,348,140

USES

PERSONAL SERVICES	29,461,056	
SUPPORT SERVICES	17,097,109	
MATERIALS & SUPPLIES	6,389,534	
SEPTIC TANK ABATEMENT PROGRAM	260,000	
OPERATING CONTINGENCY	350,000	
INDIRECT OVERHEAD ALLOCATION	(300,715)	
TOTAL OPERATING EXPENSES	53,256,984	
DEBT SERVICE (PARITY DEBT)		25,271,362
DEBT SERVICE FOR NEW BORROWING		2,776,550
DEBT SERVICE FOR SRF LOANS		3,070,267
CIP PROJECTS	400,000	
R & R PROJECTS	3,122,554	
BOND FUND PROJECTS	28,168,446	
AMR PROGRAM ANNUAL LOAN PAYMENT	1,163,355	
TOTAL OTHERS		32,854,355
ENDING BALANCES :		
UNRESTRICTED RESERVES		3,500,000
PROJECT CONTINGENCIES (WORKING CAPITAL)		7,618,622
TOTAL USES		\$128,348,140
DEBT SERVICE COVERAGE (PARITY DEBT)		1.34
DEBT SERVICE COVERAGE (ALL DEBT)		1.22

**EMERALD COAST UTILITIES AUTHORITY
WATER & WASTEWATER SYSTEMS**

	ACTUAL FY 2010	BUDGET FY 2011	PROPOSED FY 2012	BUDGET INCREASE (DECREASE)	BUDGET % INCREASE	
ECUA BOARD	254,068	265,911	261,172	(4,739)	-1.78%	Decrease in state pension rate.
OFFICE OF THE EXECUTIVE DIRECTOR	763,909	650,703	693,997	43,294	6.65%	Attorney fees.
FINANCE	2,584,973	2,918,955	2,922,136	3,181	0.11%	Outsourcing of printing and mailing utility bills.
INFORMATION TECHNOLOGY	1,048,352	904,304	976,046	71,742	7.93%	Cost center change - responsible for new phone system.
HUMAN RESOURCES & ADMIN SERVICES	2,055,341	3,266,852	3,312,784	45,932	1.41%	Security system upgrade and repair.
ENGINEERING	1,681,948	2,689,516	2,658,161	(31,355)	-1.17%	
SHARED SERVICES	2,696,002	1,514,979	1,446,583	(68,396)	-4.51%	Cost center change for phone system moved to other department.
REGIONAL SERVICES	7,775,786	8,124,731	8,399,220	274,489	3.38%	Increase for materials and temporary summer personnel to other department.
CUSTOMER SERVICES	1,597,424	1,987,146	1,931,075	(56,071)	-2.82%	
UTILITY OPERATIONS	3,363,206	9,159,611	9,995,396	835,785	9.12%	Additional liftstations and new buildings to maintain.
WATER PRODUCTION & LIFT STATIONS	9,585,885	7,798,123	7,966,827	168,704	2.16%	Electricity.
WATER RECLAMATION	8,763,300	11,305,168	10,956,184	(348,984)	-3.09%	Cost of operating the new treatment plant.
UTILITY SERVICES & PLANNING	1,466,159	435,715	451,718	16,003	3.67%	Cost center change - added Public Information Division.
OTHER EXPENSES- SEPTIC TANK ABATEMENT, BAD DEBT, PAYING AGENT FEES, PAY ADJUSTMENTS	604,368	896,400	1,236,400	340,000	37.93%	Increased funding for Septic Tank Abatement Program.
OVERHEAD ALLOCATIONS	(240,595)	(273,084)	(300,715)	(27,631)	10.12%	
OPERATING CONTINGENCIES		164,000	350,000	186,000	113.41%	Increased operating contingency funds.
TOTAL OPERATING EXPENSES	44,000,126	51,809,030	53,256,984	1,447,954	2.79%	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
ECUA BOARD					
BOARD MEMBERS SALARIES	163,125	160,000	164,126	4,126	
BOARD MEMBERS ALLOWANCE	12,000	12,000	12,000	-	
SOCIAL SECURITY	12,071	12,240	13,474	1,234	
ECUA PENSION	5,120	5,120	5,252	132	
STATE PENSION	16,375	17,895	10,970	(6,925)	
LIFE & HEALTH INSURANCE	41,702	49,456	46,150	(3,306)	
PERSONAL SERVICES	250,393	256,711	251,972	(4,739)	
COMMITTEE MEMBER COMP	3,675	6,000	6,000	-	
TRAVEL AND PER DIEM	-	2,000	2,000	-	
PROFESSIONAL DEV	-	1,000	1,000	-	
SUPPORT SERVICES	3,675	9,000	9,000	-	
DUES & SUBSCRIPTIONS	-	200	200	-	
MATERIALS & SUPPLIES	-	200	200	-	
DEPARTMENT TOTAL	254,068	265,911	261,172	(4,739)	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
OFFICE OF EXECUTIVE DIRECTOR					
REGULAR SALARIES	278,472	277,155	298,903	21,748	
SOCIAL SECURITY	17,511	17,880	18,418	538	
STATE PENSION	32,840	35,150	16,550	(18,600)	
LIFE & HEALTH INSURANCE	14,345	16,593	25,876	9,283	
PERSONAL SERVICES	343,168	346,778	359,747	12,969	
LEGAL FEES	371,900	220,000	250,000	30,000	Based on actual usage.
PROFESSIONAL SERVICES	-	25,000	25,000	-	
TRAVEL AND PER DIEM	1,264	2,125	2,500	375	
RENTAL AND LEASES	14,986	15,000	15,000	-	
REP & MAINT - EQUIP & VEHICLES	533	3,000	3,000	-	
COMMUNITY RELATIONS	6,476	7,000	7,000	-	
CLASSIFIED ADVERTISING	-	1,000	500	(500)	
OTHER CURRENT CHARGES	50	4,000	2,000	(2,000)	
PROFESSIONAL DEV	285	1,050	1,500	450	
SUPPORT SERVICES	395,494	278,175	306,500	28,325	
POSTAGE	152	150	150	-	
PRINTING & BINDING	-	300	300	-	
OFFICE SUPPLIES	3,645	3,000	3,000	-	
GAS, OIL & LUBRICANTS	1,531	1,550	1,550	-	
MINOR SOFTWARE	-	250	250	-	
DUES & SUBSCRIPTIONS	19,919	20,500	22,500	2,000	
MATERIALS & SUPPLIES	25,247	25,750	27,750	2,000	
DEPARTMENT TOTAL	763,909	650,703	693,997	43,294	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
FINANCE					
REGULAR SALARIES	1,181,602	1,293,756	1,374,216	80,460	
OTHER SALARIES-STUDENT	12,729	16,120	16,120	-	
OVERTIME-MISCELLANEOUS	3,987	4,410	4,050	(360)	
SOCIAL SECURITY	86,976	101,420	107,708	6,288	
STATE PENSION	123,888	145,507	68,294	(77,213)	
LIFE & HEALTH INSURANCE	238,107	310,122	336,421	26,299	
PERSONAL SERVICES	1,647,289	1,871,335	1,906,809	35,474	
AUDITING AND ACCOUNTING	70,350	78,000	75,750	(2,250)	
TEMPORARY SERVICES	40,004	59,700	-	(59,700)	
BANKS E-BOX CUSTOMER PYMT	20,534	18,600	22,800	4,200	
LOCKBOX SERVICE	105,781	28,800	30,000	1,200	
OUTSOURCING UTILITY BILLS	-	78,000	134,220	56,220	New billing process.
OTHER CONTRACTUAL SERVICE	32,560	31,002	32,338	1,336	
TRAVEL AND PER DIEM	2,479	4,270	3,970	(300)	
REP&MAINT-EQUIP &VEHICLES	37,140	66,020	57,285	(8,735)	Reduced maintenance cost of bill inserter.
CLASSIFIED ADVERTISING	6,865	9,000	11,000	2,000	
DUMPSTERS	3,016	3,660	3,660	-	
INVENTORY OVER/SHORT	1,668	-	-	-	
OTHER CURRENT CHARGES	690	850	850	-	
PROFESSIONAL DEV	1,260	2,240	2,840	600	
SUPPORT SERVICES	322,347	380,142	374,713	(5,429)	
POSTAGE	539,218	593,000	605,400	12,400	Rate increase.
COMPUTER FORMS	58,598	41,200	3,109	(38,091)	Outsourcing of bills reduced paper cost.
PRINTING & BINDING	4,761	6,328	4,460	(1,868)	
OFFICE SUPPLIES	10,022	11,281	12,700	1,419	
CLOTHING SUPPLIES	410	500	400	(100)	
GAS, OIL & LUBRICANTS	279	11,400	10,960	(440)	
OPERATING SUPPLIES	699	1,800	1,800	-	
MINOR SOFTWARE	-	184	-	(184)	
PROTECTIVE CLOTHING	19	200	100	(100)	
BOOKS & PUBLICATIONS	50	100	100	-	
DUES & SUBSCRIPTIONS	1,281	1,485	1,585	100	
MATERIALS AND SUPPLIES	615,337	667,478	640,614	(26,864)	
DEPARTMENT TOTAL	2,584,973	2,918,955	2,922,136	3,181	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
INFORMATION TECHNOLOGY					
REGULAR SALARIES	569,483	401,560	411,372	9,812	
SHIFT DIFFERENTIAL	-	208	208	-	
OVERTIME-MISCELLANEOUS	49	3,192	3,192	-	
SOCIAL SECURITY	40,387	31,236	31,964	728	
STATE PENSION	58,665	47,492	19,848	(27,644)	
ECUA PENSION	1,289	-	-	-	
LIFE & HEALTH INSURANCE	101,091	77,926	80,422	2,496	
PERSONAL SERVICES	770,964	561,614	547,006	(14,608)	
CONSULTANT SERVICES	2,253	2,500	3,000	500	
OTHER CONTRACTUAL SERVICE	15,496	15,600	15,600	-	
TRAVEL AND PER DIEM	2,127	7,710	7,710	-	
TELEPHONE	-	-	45,100	45,100	Formerly maintained by Facilities Maintenance.
INTERNET ACCESS	3,530	3,530	3,530	-	
LEASED LINES	26,351	43,800	43,800	-	
REP & MAINT - EQUIP & VEHICLES	33,387	48,600	56,100	7,500	Maintenance of new telemetry switches.
REP & MAINT - TELEPHONES	-	-	20,000	20,000	Formerly maintained by Facilities Maintenance.
REP & MAINT - SOFTWARE	143,315	161,500	178,050	16,550	Maintenance of Call Center software.
PROFESSIONAL DEV	6,080	8,000	8,000	-	
SUPPORT SERVICES	232,539	291,240	380,890	89,650	
POSTAGE	402	150	150	-	
COMPUTER FORMS	10,147	15,500	12,620	(2,880)	
OFFICE SUPPLIES	864	1,800	1,400	(400)	
GAS, OIL & LUBRICANTS	2,684	800	780	(20)	
MINOR SOFTWARE	4,578	9,000	9,000	-	
OPERATING SUPPLIES	20,928	20,000	20,000	-	
SMALL TOOLS AND EQUIPMENT	5,041	1,500	1,500	-	
CLOTHING SUPPLIES	330	-	-	-	
BOOKS & PUBLICATIONS	-	500	500	-	
DUES & SUBSCRIPTIONS	1,164	2,200	2,200	-	
MATERIALS & SUPPLIES	46,138	51,450	48,150	(3,300)	
DEPARTMENT TOTAL	1,049,641	904,304	976,046	71,742	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
HUMAN RESOURCES/ADMIN SERV					
REGULAR SALARIES	628,683	637,873	651,274	13,401	
OVERTIME-MISCELLANEOUS	-	1,500	1,500	-	
SOCIAL SECURITY	45,700	49,591	50,398	807	
STATE PENSION	66,431	72,172	33,301	(38,871)	
LIFE & HEALTH INSURANCE	102,331	125,399	137,660	12,261	
LONG TERM DISABILITY	104,031	118,800	118,800	-	
FSA ADMINISTRATIVE COST	13,182	15,000	15,000	-	
UNEMPLOYMENT COMPENSATION	33,611	50,000	75,000	25,000	Based on current experience.
WORKERS COMPENSATION	755,092	762,500	762,500	-	
COBRASERVE FEE	3,275	5,500	5,500	-	
PERSONAL SERVICES	1,752,336	1,838,335	1,850,933	12,598	
CONSULTANT SERVICES	-	1,000	-	(1,000)	
MEDICAL SERVICES	27,904	53,500	55,945	2,445	
PROFESSIONAL SERVICES	8,443	22,402	23,500	1,098	
OTHER CONTRACTUAL SERVICE	87,578	92,700	103,000	10,300	Security cost increase.
INSURANCE PREMIUMS/CLAIMS	-	1,169,739	1,169,739	-	
TEMPORARY SERVICES	44,709	-	-	-	
TRAVEL AND PER DIEM	2,607	10,651	12,250	1,599	
MOVING EXPENSES	1,927	-	-	-	
REP&MAINT-EQUIP &VEHICLES	1,943	7,175	6,400	(775)	
EMPLOYEE RELATIONS	12,385	24,000	27,000	3,000	
PUBLIC INFORMATION	34,487	-	-	-	
CLASSIFIED ADVERTISING	26	3,522	1,500	(2,022)	
EDUCATIONAL REIMBURSEMENT	1,251	10,000	15,000	5,000	
OTHER CURRENT CHARGES	90	150	150	-	
PROFESSIONAL DEV	1,421	5,650	8,850	3,200	
SUPPORT SERVICES	224,771	1,400,489	1,423,334	22,845	
POSTAGE	16,381	700	700	-	
PRINTING & BINDING	35,021	500	6,500	6,000	Cost center change-transferred to Public Info. Division
OFFICE SUPPLIES	6,828	6,600	7,500	900	
GAS, OIL & LUBRICANTS	408	2,200	2,200	-	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
HUMAN RESOURCES/ADMIN SERV					
MINOR SOFTWARE	631	475	1,000	525	
OPERATING SUPPLIES	1,653	3,350	3,500	150	
PROTECTIVE CLOTHING	-	250	250	-	
SMALL TOOLS AND EQUIPMENT	84	1,000	2,000	1,000	
TRAINING SUPPLIES	1,714	1,000	2,000	1,000	
BOOKS & PUBLICATIONS	28	500	500	-	
DUES & SUBSCRIPTIONS	15,486	11,453	12,367	914	
MATERIALS & SUPPLIES	78,234	28,028	38,517	10,489	
DEPARTMENT TOTAL	2,055,341	3,266,852	3,312,784	45,932	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
ENGINEERING					
REGULAR SALARIES	1,059,802	1,751,496	1,779,134	27,638	
OVERTIME-MISCELLANEOUS	2,796	21,000	22,000	1,000	
SOCIAL SECURITY	72,201	136,037	137,719	1,682	
ECUA PENSION	2,300	2,291	2,371	80	
STATE PENSION	109,732	193,244	88,074	(105,170)	
LIFE & HEALTH INSURANCE	236,762	417,123	441,193	24,070	
PERSONAL SERVICES	1,483,593	2,521,191	2,470,491	(50,700)	
PROFESSIONAL SERVICES	3,236	26,000	5,000	(21,000)	
OTHER CONTRACTUAL SERVICE	-	2,000	2,000	-	
TEMPORARY SERVICES	82,973	-	-	-	
TRAVEL AND PER DIEM	9,216	6,700	8,200	1,500	
RENTAL AND LEASES	34,651	25,900	51,645	25,745	Increased cost of Railroad Right-of-Way.
REP & MAINT - SOFTWARE	12,923	29,825	31,925	2,100	
REP&MAINT-EQUIP &VEHICLES	7,139	15,600	17,700	2,100	Repairs needed.
PROFESSIONAL DEV	3,371	6,500	10,000	3,500	Employees attending GIS training.
OTHER CURRENT CHARGES	3,584	1,300	1,300	-	
SUPPORT SERVICES	157,093	113,825	127,770	13,945	
POSTAGE	96	300	300	-	
PRINTING & BINDING	24	300	300	-	
OFFICE SUPPLIES	5,750	10,300	10,400	100	
CLOTHING SUPPLIES	-	850	850	-	
GAS, OIL & LUBRICANTS	21,267	28,100	31,000	2,900	
MINOR SOFTWARE	-	2,000	2,000	-	
OPERATING SUPPLIES	9,326	7,500	9,000	1,500	
PROTECTIVE CLOTHING	89	100	200	100	
SMALL TOOLS AND EQUIPMENT	366	450	650	200	
BOOKS & PUBLICATIONS	176	600	700	100	
DUES & SUBSCRIPTIONS	4,168	4,000	4,500	500	
MATERIALS & SUPPLIES	41,262	54,500	59,900	5,400	
DEPARTMENT TOTAL	1,681,948	2,689,516	2,658,161	(31,355)	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
SHARED SERVICES					
REGULAR SALARIES	640,575	622,243	667,289	45,046	
OVERTIME-MISCELLANEOUS	1,436	14,250	14,250	-	
SOCIAL SECURITY	47,263	48,780	52,232	3,452	
STATE PENSION	67,703	70,255	32,888	(37,367)	
WORKERS COMPENSATION	755,092	-	-	-	
LIFE & HEALTH INSURANCE	104,296	144,301	160,774	16,473	
PERSONAL SERVICES	1,616,365	899,829	927,433	27,604	
OTHER CONTRACTUAL SERVICE	-	39,000	39,000	-	
TEMPORARY SERVICES	-	32,500	-	(32,500)	
GROUNDS MAINTENANCE	-	105,000	105,000	-	
TRAVEL AND PER DIEM	3,888	450	450	-	
800 PHONE SYSTEM	39,955	42,000	42,000	-	
TELEPHONE	-	45,100	-	(45,100)	Cost center change - I. T. Dept.
UTILITIES - GAS	-	5,000	5,000	-	
UTILITIES - WATER	-	1,000	1,000	-	
UTILITIES - ELECTRICITY	-	208,700	208,700	-	
INSURANCE PREMIUMS/CLAIMS	979,948	-	-	-	
RENTAL AND LEASES	4,056	7,000	7,000	-	
REP & MAINT-EQUIP & VEHICLES	6,739	9,950	9,950	-	
REP & MAINT - BUILDINGS	-	37,750	40,000	2,250	
REP & MAINT - TELEPHONES	-	18,000	-	(18,000)	Cost center change - I. T. Dept.
DUMPSTERS	-	7,000	7,000	-	
PROFESSIONAL DEV	2,693	1,450	700	(750)	
SUPPORT SERVICES	1,037,279	559,900	465,800	(94,100)	
PRINTING & BINDING	1,869	100	100	-	
OFFICE SUPPLIES	5,480	1,500	1,200	(300)	
CLOTHING SUPPLIES	464	2,100	2,000	(100)	
GAS, OIL & LUBRICANTS	7,957	19,750	19,750	-	
OPERATING SUPPLIES	24,282	19,700	18,200	(1,500)	
PROTECTIVE CLOTHING	778	1,000	1,000	-	
SMALL TOOLS AND EQUIPMENT	1,074	5,000	5,000	-	
LANDSCAPING SUPPLIES	-	1,000	1,000	-	
PAINT & SUPPLIES	-	5,000	5,000	-	
BOOKS & PUBLICATIONS	103	-	-	-	
DUES & SUBSCRIPTIONS	351	100	100	-	
MATERIALS & SUPPLIES	42,358	55,250	53,350	(1,900)	
DEPARTMENT TOTALS	2,696,002	1,514,979	1,446,583	(68,396)	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
REGIONAL SERVICES					
REGULAR SALARIES	4,299,315	4,296,015	4,521,918	225,903	
SHIFT DIFFERENTIAL	7,432	4,930	7,680	2,750	
OVERTIME-MISCELLANEOUS	218,080	231,210	224,241	(6,969)	
OVERTIME-PROGRAMMED	8,053	7,500	10,500	3,000	
STANDBY	52,723	29,000	45,220	16,220	
SOCIAL SECURITY	333,794	352,652	371,366	18,714	
ECUA PENSION	6,547	5,998	6,208	210	
STATE PENSION	468,555	497,944	228,721	(269,223)	
LIFE & HEALTH INSURANCE	912,404	1,064,937	1,193,971	129,034	
PERSONAL SERVICES	6,306,903	6,490,186	6,609,825	119,639	
OTHER CONTR SERV-PCB	-	500	500	-	
OTHER CONTRACTUAL SERVICE	85,595	187,900	198,000	10,100	Purchase meter box lids.
ROAD PERMITS	2,100	6,000	6,000	-	
TEMPORARY SERVICES	19,037	19,431	37,000	17,569	Cost of summer help.
TRAVEL AND PER DIEM	-	2,000	2,000	-	
RENTAL AND LEASES	13,080	25,800	14,700	(11,100)	
R&M-OTHER-PCB	-	500	500	-	
REP & MAINT - OTHER	3,080	2,250	2,250	-	
REP&MAINT-EQUIP &VEHICLES	185,349	181,900	183,900	2,000	
DUMPSTERS	34,467	28,000	28,000	-	
OTHER CUR CGS PCB	2,897	2,800	2,800	-	
OTHER CURRENT CHARGES	10,974	3,100	3,100	-	
PROFESSIONAL DEV	7,308	13,000	13,000	-	
TIPPING FEES	9,912	15,000	15,000	-	
SUPPORT SERVICES	373,799	488,181	506,750	18,569	
POSTAGE	113	100	150	50	
COMPUTER FORMS	-	1,000	1,000	-	
PRINTING & BINDING	1,299	1,000	1,000	-	
OFFICE SUPPLIES	4,772	4,500	4,500	-	
CLOTHING SUPPLIES	14,458	18,000	18,000	-	
FIRE HYDRANTS	54,628	52,000	52,000	-	

CONTINUED

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
REGIONAL SERVICES					
GAS, OIL & LUBRICANTS	296,365	300,495	321,495	21,000	
MANHOLE SUPPLIES	28,434	32,000	32,000	-	
METERS/REPLACEMENT	68,973	102,569	185,000	82,431	Replace failed meters and parts.
MINOR SOFTWARE	-	300	300	-	
NEW SERVICES MATERIALS	75,160	93,200	112,500	19,300	New construction.
OPERATING SUPPLIES	82,939	86,650	91,000	4,350	
OPERATING SUPPLIES-PCB	11,634	10,000	10,000	-	
ECUA T-SHIRT UNIFORMS	17	-	-	-	
PIPES, FITTINGS & HYDRANTS	312,723	280,500	289,000	8,500	Based on actual usage.
PROTECTIVE CLOTHING	25,632	17,900	23,900	6,000	
SMALL TOOLS AND EQUIPMENT	41,232	45,550	40,200	(5,350)	
CHEMICAL SUPPLIES	4,926	20,000	20,000	-	
ROAD MATERIALS & SUPPLIES	71,581	80,000	80,000	-	
BOOKS & PUBLICATIONS	-	200	200	-	
DUES & SUBSCRIPTIONS	198	400	400	-	
MATERIAL & SUPPLIES	1,095,084	1,146,364	1,282,645	136,281	
DEPARTMENT TOTAL	7,775,786	8,124,731	8,399,220	274,489	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
CUSTOMER SERVICES					
REGULAR SALARIES	1,077,458	1,253,170	1,278,831	25,661	
OTHER SALARIES-STUDENT	4,905	7,540	7,600	60	
OVERTIME-MISCELLANEOUS	2,210	15,050	7,950	(7,100)	
SOCIAL SECURITY	78,004	98,967	100,337	1,370	
ECUA PENSION	2,687	2,664	2,758	94	
STATE PENSION	107,109	134,224	61,049	(73,175)	
LIFE & HEALTH INSURANCE	265,149	369,641	381,860	12,219	
PERSONAL SERVICES	1,537,522	1,881,256	1,840,385	(40,871)	
OTHER CONTRACTUAL SERVICE	25,798	28,320	29,060	740	
TRAVEL AND PER DIEM	1,119	5,050	5,050	-	
PROFESSIONAL DEVELOPMENT	1,417	2,750	2,750	-	
REP&MAINT-EQUIP &VEHICLES	2,701	11,920	11,900	(20)	
OTHER CURRENT CHARGES	(312)	2,000	3,500	1,500	
SUPPORT SERVICES	30,723	50,040	52,260	2,220	
POSTAGE	-	250	250	-	
PRINTING & BINDING	15,188	16,180	3,180	(13,000)	
OFFICE SUPPLIES	13,276	15,000	15,000	-	
MINOR SOFTWARE	-	2,170	350	(1,820)	
OPERATING SUPPLIES	715	12,200	12,800	600	
SMALL TOOLS AND EQUIPMENT	-	1,000	1,000	-	
CLOTHING SUPPLIES	-	100	100	-	
GAS, OIL & LUBRICANTS	-	6,650	3,050	(3,600)	
TRAINING SUPPLIES	-	750	750	-	
PROTECTIVE CLOTHING	-	400	400	-	
BOOKS & PUBLICATIONS	-	300	700	400	
DUES & SUBSCRIPTIONS	-	850	850	-	
MATERIAL & SUPPLIES	29,179	55,850	38,430	(17,420)	
DEPARTMENT TOTAL	1,597,424	1,987,146	1,931,075	(56,071)	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
UTILITY OPERATIONS					
REGULAR SALARIES	1,690,652	2,744,663	2,894,847	150,184	
SHIFT DIFFERENTIAL	-	9,984	-	(9,984)	
OVERTIME-MISCELLANEOUS	53,820	245,893	228,093	(17,800)	
OVERTIME-PROGRAMMED	4,954	13,460	-	(13,460)	
STANDBY	36,606	79,490	83,935	4,445	
SOCIAL SECURITY	128,141	235,064	245,387	10,323	
ECUA PENSION	3,051	6,060	6,272	212	
STATE PENSION	184,682	334,932	154,764	(180,168)	
LIFE & HEALTH INSURANCE	284,611	658,099	692,016	33,917	
PERSONAL SERVICES	2,386,517	4,327,645	4,305,314	(22,331)	
ENGINEERING SERVICES	-	1,000	1,000	-	
PROFESSIONAL SERVICES	8,363	-	-	-	
OTHER CONTRACTUAL SERVICE	47,955	59,500	748,325	688,825	Odor control.
RADIONUCLIDES INVESTIGAT	358	-	-	-	
UCMR RULE	9,340	-	-	-	
TEMPORARY SERVICES	51,351	3,000	3,000	-	
TRAVEL AND PER DIEM	1,221	10,350	10,790	440	
TELEPHONE	522	750	750	-	
RENTAL AND LEASES	49,959	46,975	51,000	4,025	Copy machine rental for lab.
LIGHTNING DAMAGE	26,858	66,670	88,500	21,830	
UTILITIES - ELECTRICITY	-	1,337,035	1,403,886	66,851	New Lab.
UTILITIES - WATER	-	20,000	27,000	7,000	
UTILITIES - GAS	-	2,500	2,500	-	
REP & MAINT - SAFETY EQUIPMENT	10,167	17,450	17,780	330	
REP & MAINT - OTHER	544,380	1,497,575	1,295,000	(202,575)	Cost center change - track R & M by location.
REP & MAINT - SOFTWARE	-	7,600	24,050	16,450	
REP & MAINT - ODOR CONTROL	-	25,800	40,000	14,200	Cost center change - track R & M by location.
REP & MAINT - BAYOU MARCUS	-	150,000	150,000	-	
REP & MAINT - CENTRAL WWTP	-	185,000	185,000	-	
REP & MAINT - DRYER	-	100,000	100,000	-	
REP & MAINT - PCB	-	20,000	20,000	-	
REP & MAINT - REG LIFT STATIONS	-	94,390	100,000	5,610	
REP & MAINT - EQUIP & VEHICLES	23,832	89,150	119,175	30,025	
REP & MAINT - BUILDINGS	-	14,375	14,375	-	
REP & MAINT - GENERATORS	-	60,505	85,000	24,495	Maintain new generators.
CLASSIFIED ADVERTISING	319	1,000	1,000	-	
OTHER CURRENT CHARGES	3,178	4,215	4,115	(100)	
DUMPSTERS	-	3,500	4,500	1,000	
PROFESSIONAL DEV	5,210	34,790	59,700	24,910	Training on new equip for CWRF.
SUPPORT SERVICES	783,013	3,853,130	4,556,446	703,316	
POSTAGE	2,560	3,500	3,500	-	
PRINTING & BINDING	126	2,500	1,400	(1,100)	

CONTINUED

10/6/2011
CR I-2

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
UTILITY OPERATIONS					
OFFICE SUPPLIES	10,370	15,750	20,300	4,550	
CHEMICALS SUPPLIES	33,832	15,000	28,000	13,000	
CHEMICAL - MAGNESIUM HYDROX	-	407,000	450,000	43,000	Chemicals for the CWRF.
CHEMICAL - SODIUM HYDROXIDE	-	5,000	-	(5,000)	
CHEMICAL - SODIUM HYPOCHLORITE	-	10,000	-	(10,000)	
CLOTHING SUPPLIES	21,954	35,009	27,000	(8,009)	
GAS, OIL & LUBRICANTS	31,863	147,100	141,200	(5,900)	
MINOR SOFTWARE	104	8,050	3,800	(4,250)	
OPERATING SUPPLIES	61,634	97,500	90,200	(7,300)	
PAINT & SUPPLIES	59	2,600	10,850	8,250	
PROTECTIVE CLOTHING	14,837	22,925	20,700	(2,225)	
MONITORING GASES	-	1,000	1,000	-	
ODOR CONTROL CHEM GENERAL	-	68,821	200,000	131,179	Chemicals for the CWRF.
PIPES, FITTINGS & HYDRANTS	-	62,136	62,136	-	
SMALL TOOLS AND EQUIPMENT	14,804	60,000	52,385	(7,615)	
GENERATOR FUEL	-	8,625	15,000	6,375	Maintain new generators.
BOOKS & PUBLICATIONS	796	4,730	4,690	(40)	
DUES & SUBSCRIPTIONS	737	1,590	1,475	(115)	
MATERIALS & SUPPLIES	193,676	978,836	1,133,636	154,800	
DEPARTMENT TOTAL	3,363,206	9,159,611	9,995,396	835,785	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
WATER PRODUCTION					
REGULAR SALARIES	2,909,892	2,434,629	2,508,465	73,836	
SHIFT DIFFERENTIAL	18,362	14,144	17,000	2,856	
OVERTIME-MISCELLANEOUS	45,414	33,762	40,576	6,814	
OVERTIME-PROGRAMMED	170,678	181,930	130,088	(51,842)	OT reduced by staff change.
STANDBY	26,308	15,175	13,510	(1,665)	
SOCIAL SECURITY	231,119	209,092	208,628	(464)	
ECUA PENSION	3,545	-	-	-	
STATE PENSION	317,721	299,003	133,392	(165,611)	
LIFE & HEALTH INSURANCE	612,845	540,923	611,545	70,622	
PERSONAL SERVICES	4,335,884	3,728,658	3,663,204	(65,454)	
ENGINEERING SERVICES	-	10,000	20,000	10,000	
PROFESSIONAL SERVICES	-	32,000	25,000	(7,000)	
U.C.M.R. RULE	-	-	10,000	10,000	
STAGEI-DIS BYPRODUCT RULE	-	2,000	2,000	-	
OTHER CONTRACTUAL SERVICE	8,780	11,500	25,500	14,000	
TEMPORARY SERVICES	-	60,659	15,000	(45,659)	
RADIONUCLIDES INVESTIGAT	-	5,500	7,500	2,000	
TRAVEL AND PER DIEM	1,358	16,220	16,370	150	
ELECTRICITY-WTR PENS BCH	40,855	31,039	32,591	1,552	
UTILITIES-ELECTRICITY	2,961,016	1,930,000	2,030,000	100,000	
UTILITIES-GAS	6,405	27,500	39,000	11,500	
UTILITIES-WATER	19,344	-	-	-	
RENTAL AND LEASES	17,288	15,627	17,924	2,297	
R&M - SAFETY EQUIPMENT	2,630	550	550	-	
R&M GENERATORS	58,511	-	10,000	10,000	Maintain new generators.
R&M ODOR CONTROL	175	-	-	-	
REP & MAINT - BUILDINGS	22,407	25,000	25,000	-	
REP & MAINT - OTHER	575,275	103,058	128,058	25,000	
REP & MAINT - SOFTWARE	27,568	29,718	32,098	2,380	
REP&MAINT-EQUIP &VEHICLES	80,579	43,682	47,540	3,858	
CLASSIFIED ADVERTISING	-	1,300	1,300	-	
DUMPSTERS	28,546	24,000	25,750	1,750	
LIGHTNING DAMAGE	11,000	-	-	-	
OTHER CUR CGS PCB	2,590	4,000	4,000	-	
OTHER CURRENT CHARGES	10,895	12,550	15,900	3,350	
PROFESSIONAL DEV	2,965	14,285	18,475	4,190	
SUPPORT SERVICES	3,878,187	2,400,188	2,549,556	149,368	

CONTINUED

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
WATER PRODUCTION					
POSTAGE	74	2,700	4,480	1,780	
PRINTING & BINDING	-	1,450	2,250	800	
OFFICE SUPPLIES	9,270	10,282	12,200	1,918	
CHEMICAL - CHLORINE	47,561	55,000	55,000	-	
CHEMICAL - LIME	317,497	315,000	315,000	-	
CHEMICAL-GRAN ACT CARBON	104,800	210,000	210,000	-	
CHEMICAL-NITROGEN	1,100	2,000	2,100	100	
CHEMICAL-ORTHOPHOSPHATE	244,540	280,000	300,000	20,000	
ODOR CONTROL CHEM GENERAL	21,725	-	-	-	
CHEMICAL-POLYPHOSPHATE	1,509	2,000	2,000	-	
CHEMICALS SUPPLIES	19,316	46,500	49,000	2,500	
CLOTHING SUPPLIES	10,976	10,560	10,908	348	
FLUORIDE CHEMICALS/SUPPLIES	110,392	140,000	140,000	-	
GAS, OIL & LUBRICANTS	155,736	91,350	100,145	8,795	
GENERATOR FUEL	14,986	17,500	18,000	500	
MINOR SOFTWARE	222	1,950	3,450	1,500	
OPERATING SUPPLIES	160,854	123,944	130,724	6,780	
PAINT & SUPPLIES	1,087	-	-	-	
TRAINING SUPPLIES	-	750	750	-	
PIPES, FITTINGS &HYDRANTS	70,100	-	-	-	
PROTECTIVE CLOTHING	18,858	9,941	14,175	4,234	
SMALL TOOLS AND EQUIPMENT	59,014	16,595	24,500	7,905	
WATER PURCHASES-PENS BCH	-	325,000	350,000	25,000	
ROAD MATERIALS & SUPPLIES	-	500	500	-	
BOOKS & PUBLICATIONS	34	945	2,075	1,130	
DUES & SUBSCRIPTIONS	2,163	5,310	6,810	1,500	
MATERIALS & SUPPLIES	1,371,814	1,669,277	1,754,067	84,790	
DEPARTMENT TOTAL	9,585,885	7,798,123	7,966,827	168,704	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
COMM & INTERGOVERNMENTAL RELATIONS					
REGULAR SALARIES	566,467	189,821	214,405	24,584	
OVERTIME-MISCELLANEOUS	5,900	-	-	-	
SOCIAL SECURITY	40,325	14,547	16,448	1,901	
STATE PENSION	61,136	24,067	11,869	(12,198)	
LIFE & HEALTH INSURANCE	119,651	37,504	45,946	8,442	
PERSONAL SERVICES	793,479	265,939	288,668	22,729	
PROFESSIONAL SERVICES	114,719	20,000	15,000	(5,000)	
TEMPORARY SERVICES	26,070	14,626	-	(14,626)	
GROUND MAINTENANCE	82,499	-	-	-	
OTHER CONTRACTUAL SERVICE	35,863	-	-	-	
TRAVEL AND PER DIEM	2,787	4,200	4,350	150	
TELEPHONE	39,926	-	-	-	
UTILITIES-ELECTRICITY	249,979	-	-	-	
UTILITIES-GAS	2,148	-	-	-	
UTILITIES-WATER	294	-	-	-	
RENTAL AND LEASES	1,290	-	-	-	
REP & MAINT - BUILDINGS	27,339	-	-	-	
REP & MAINT - TELEPHONES	24,045	-	-	-	
REP&MAINT-EQUIP &VEHICLES	15,254	-	-	-	
DUMPSTERS	5,691	-	-	-	
PROFESSIONAL DEV	1,273	2,560	3,300	740	
SUPPORT SERVICES	629,177	41,386	22,650	(18,736)	
POSTAGE	-	22,000	22,000	-	
PRINTING & BINDING	-	48,000	53,000	5,000	Increased cost of newsletter distribution.
PUBLIC INFORMATION	-	55,000	60,000	5,000	Water conservation information.
OFFICE SUPPLIES	952	690	1,300	610	
CLOTHING SUPPLIES	1,843	-	-	-	
GAS, OIL & LUBRICANTS	13,449	-	-	-	
HURRICANE SUPPLIES	50	500	1,000	500	
LANDSCAPING SUPPLIES	-	-	-	-	
OPERATING SUPPLIES	19,999	-	-	-	
PAINT & SUPPLIES	2,544	-	-	-	
MINOR SOFTWARE	-	250	800	550	
PROTECTIVE CLOTHING	432	-	-	-	
SMALL TOOLS AND EQUIPMENT	3,559	150	300	150	
BOOKS & PUBLICATIONS	-	150	250	100	
DUES & SUBSCRIPTIONS	675	1,650	1,750	100	
MATERIALS & SUPPLIES	43,503	128,390	140,400	12,010	
DEPARTMENT TOTAL	1,466,159	435,715	451,718	16,003	

**EMERALD COAST UTILITIES AUTHORITY
WATER AND WASTEWATER SYSTEM
FY 2012
PROPOSED CIP PROJECTS**

Funds (000)

Priority #	Project Number	Project Description	Total	
1	RS624	Inflow & infiltration	6,000	6,000
2	RS121	Lift Station Replacement and Upgrades	5,000	11,000
3	RS113H	Manhole Rehabilitation	500	11,500
4	RS110M	Downtown Sewer Rehabilitation - Cypress St.	100	11,600
5	RS016	L/S # 148 Tate High School Rehab	250	11,850
6	RS951	Carpenters Creek Trunk Sewer Rehabilitation	1,600	13,450
7	CS	Bayou Marcus Solids Handling System	600	14,050
8	RS415	Bayou Marcus Clarifier Modifications	750	14,800
9	RS031	Bayou Marcus Filter Cover	275	15,075
10	RW402	Valve Location and Maintenance	280	15,355
11	CR407	Small Scale Utility Relocation	50	15,405
12	CR	Bellview Bridge Utility Relocation	300	15,705
13	CR017	Blue Angel 4- Laning Utility Relocation	1,100	16,805
14	RW066	Carriage Hills Ground Storage Tank WRF and Pump Station	2,500	19,305
15	RW049	Water Treatment Facility Expansion - Davis	500	19,805
16	RW906	Replace Antiquated Water Lines	1,000	20,805
17	CW025	SCADA Radio System Upgrade	1,500	22,305
18	RS118G	RTU Replacement for Lift Stations	250	22,555
19	RS728E	Annual Lift Station Mechanical Needs	300	22,855
20	RS849	Lift Station Codes and Standards Upgrade	750	23,605
21	RS928P	Electric Panel Replacement Lift Station	300	23,905
22	RW715B	Control Panel & Instrumentation Replacement	300	24,205
23	RW901S	Well Maintenance & Testing	300	24,505
24	RA	Vehicle R & R Program	1,438	25,941
25	CA802A	Network Infrastructure Upgrade	50	25,991
26	CS514	Generators	150	26,141
27	CS521B	Emergency Portable Generators	150	26,291
28	RS008Q	Pump Repair & Replacement	350	26,641
29	RW507P	Water Service Renewal	500	27,141
30	RA	Facility Energy Consumption Analyses	750	27,891
31	CA601A	Easement/Access Maintenance	800	28,691
32	CS317	Sewer Expansion and Septic Tank Abatement Program	3,000	31,691
NOT RECOMMENDED IN FY 2012				
33	RS	Bayou Marcus Disinfection Modifications/Upgrade	2,500	34,191
34	RW034	Water Treatment Facility Replacement F & Scott	1,200	35,391
35	RW031	Water Treatment Facility Replacement-Broad	1,200	36,591
36	CW606A	Facility Site Acquisition	500	37,091
37	RA907	I. T. Infrastructure Upgrade	100	37,191
38	RW067	Water Quality Connection	200	37,391
39	RW401	Creek Crossing Renewals	300	37,691
40	RW725	Highway 29 Water Line Upgrade	1,400	39,091

**EMERALD COAST UTILITIES AUTHORITY
WATER AND WASTEWATER SYSTEM
FY 2012
PROPOSED CIP PROJECTS**

Funds (000)

Priority #	Project Number	Project	Description	Total
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NO DATA SHEETS ARE INCLUDED FOR THESE PROJECTS

CR405	General Utility Relocation			250	39,341
CW320	Monitoring Wells			100	39,441
RS847	L/S # 109 (Corrydale) Replacement			430	39,871
RW504	Innerarity Point Road Water System Upgrade			550	40,421
RW724	Brownsville Area Water Line Upgrade			500	40,921
RW920E	Ongoing Water Line Cleaning Program			50	40,971
RW	Norwood Subdivision Antiquated Water Line Replacement			132	41,103
RW	Ensley Tank Demolition			100	41,203
CA001	Over Sizing-Water/Sewer Lines			300	41,503
CW215	Ensley Well Upgrade			100	41,603
CW315C	Aquifer Modeling Update			125	41,728
CA404	Pressure & Flow Monitoring Equipment			40	41,768
CA503	Fire Hydrant Security			162	41,930
CS810	Brook Hollow Lift Station Force Main Replacement			800	42,730
CS039	Gravity Sewer Relief			200	42,930
RS527	Ongoing Force Main Cleaning Program			50	42,980
RW511	Well Pumping Off Re-piping			200	43,180

TOTAL WATER AND WASTEWATER PROJECTS 43,180



PROJECT DATA SHEET I

PROJECT NO: RS624

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years

Project Title: Inflow & Infiltration (I&I)

2012 - 2016

Reduction

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	9075	6000	6000	7000	7000	7000	42075
TOTAL	9075	6000	6000	7000	7000	7000	42075

ESTIMATED PROJECT COSTS	
Date:	2/28/06
ENV. ASSESS	
ENGINEERING	640000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	41435000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$42,075,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

This will be a multi-phase, multi-year project to identify, quantify, prioritize, and correct the sources of I&I in the collection system. Work will include the installation of temporary and permanent flow monitors, repair and replacement of the existing sewer lines using various methods, development and calibration of a hydraulic computer model to assist in the prioritization of work to maximize the effectiveness of available funds, and identifying future CIP projects.



PROJECT DATA SHEET

PROJECT NO: RS121

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years
2012 - 2016

Project Title: Lift Station Replacement and Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	4800	5000	5000	5000	5000	5000	29800
TOTAL	4800	5000	5000	5000	5000	5000	29800

ESTIMATED PROJECT COSTS	MAP
Date: 4/05/10	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING 2000000	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 27100000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND 700000	
MISCELLANEOUS	
INDIRECT	
TOTAL \$29,800,000	

DESCRIPTION:

ECUA's sanitary sewer collection system includes 372 lift stations. Many of these lift stations are in poor condition and in need of repair or in some cases replacement. Liftstations to be funded under this CIP project includes the liftstations outlined below. Other liftstations will be added annually. Liftstation numbers: 12, 13, 18, 20, 34, 36, 52, 57, 58, 103, 109, 118, 140, 141, 142, 143, 146, 150, 220.



PROJECT DATA SHEET

PROJECT NO: RS113H

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years

Project Title: Manhole Rehabilitation

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	528	500	500	500	500	500	3028
TOTAL	528	500	500	500	500	500	3028

ESTIMATED PROJECT COSTS	MAP
Date: 2/13/09	SYSTEM WIDE
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 3026000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$3,026,000	

DESCRIPTION:

Manholes in locations throughout the ECUA system have deteriorated severely due to hydrogen sulfide gas damage. They must be rehabilitated using techniques that allow the system to remain in service. Some of the locations are part of a large diameter trunk sewer system which would make bypass pumping prohibitive. Many of these manholes are very deep making rehabilitation more difficult and more expensive. Some of these locations are in areas near surface water that could be damaged by a sewage spill as a result of a collapse. This should be an ongoing effort.



PROJECT DATA SHEET

PROJECT NO: RS110M

Capital Improvements Program

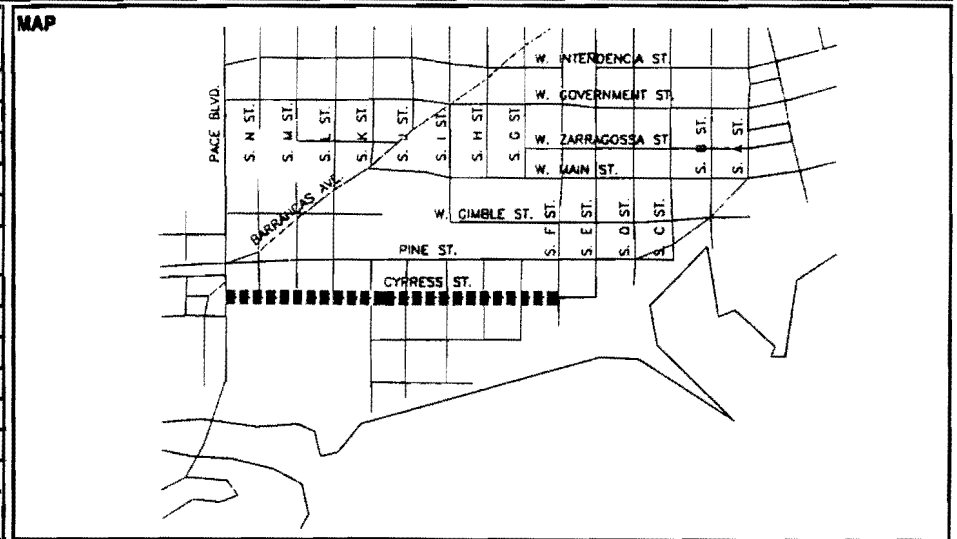
Program: Wastewater Collection

Fiscal Years
2012 - 2016

Project Title: Downtown Sewer Rehabilitation -
Cypress Street

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		100	900				1000
TOTAL		100	900				1000

ESTIMATED PROJECT COSTS	
Date:	3/08/11
ENV. ASSESS	50000
ENGINEERING	50000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	900000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,000,000



DESCRIPTION:

Gravity collection in the downtown area is in need of rehabilitation. Cypress Street has been designated as a high priority project due to the age and condition of the gravity area. The project has been delayed due to issues with possible contaminated groundwater from the nearby superfund site.



PROJECT DATA SHEET

PROJECT NO: RS016

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years

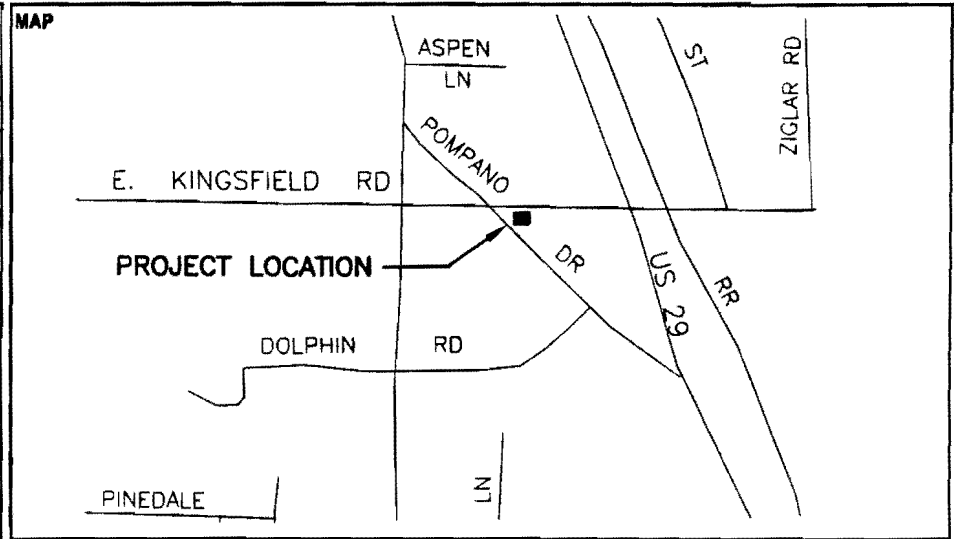
Project Title: Tate (L.S. # 146) Lift Station

2012 - 2016

Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	250	250					500
TOTAL	250	250					500

ESTIMATED PROJECT COSTS	
Date:	3/08/11
ENV. ASSESS	
ENGINEERING	
SURVEY	5000
INSPECTION	
TESTING	
CONSTRUCTION	495000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$500,000



DESCRIPTION:

The Tate lift station is located in the right-of-way and needs to be moved onto an adjacent parcel owned by ECUA. This lift station is in danger of being damaged by vehicles.



PROJECT DATA SHEET

PROJECT NO: RS951

Capital Improvements Program

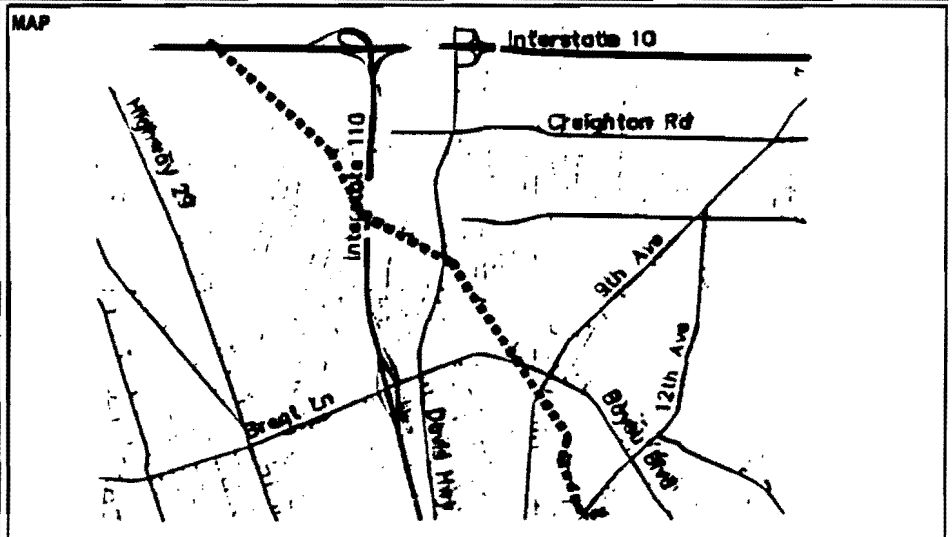
Program: Wastewater Collection

Fiscal Years
2012 - 2016

Project Title: Carpenters Creek Trunk Sewer
Rehabilitation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1600	1600	1600	1600	1600	1600	9600
TOTAL	1600	1600	1600	1600	1600	1600	9600

ESTIMATED PROJECT COSTS	
Date:	2/15/08
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	9600000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$9,600,000



DESCRIPTION:

The Carpenters Creek trunk sewer is a vital part of the ECUA sewer infrastructure. It consists of ductile iron sewer line varying in size from 18" to 36" and follows Carpenters Creek for approximately 25,000 feet. There are approximately 90 manholes associated with it that will require either corrosion preventative coating, or repair and coating rehabilitation. This must be considered a high priority rehabilitation program due to the environmentally sensitive location and the difficulty of access if a collapse should occur. It is recommended that as a minimum a multi-year program of rehabilitation be undertaken to safeguard this valuable resource.



PROJECT DATA SHEET I

PROJECT NO: CS

Capital Improvements Program

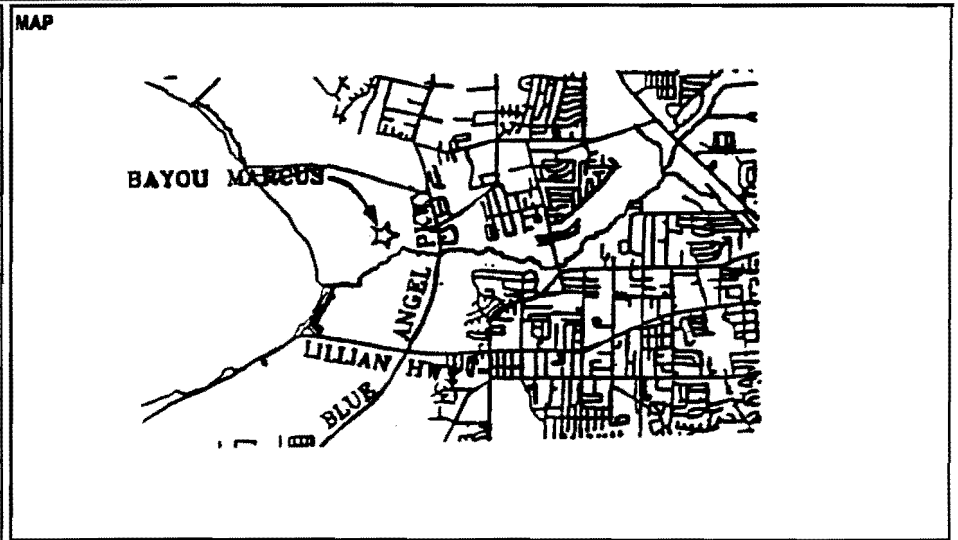
Program: Water Reclamation

Project Title: Bayou Marcus Solids Handling System

Fiscal Years
2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING		600					600
RENEWAL & REPLACEMENT							
TOTAL		600					600

ESTIMATED PROJECT COSTS	
Date:	
ENV. ASSESS	
ENGINEERING	50000
SURVEY	5000
INSPECTION	10000
TESTING	
CONSTRUCTION	235000
EQUIPMENT	300000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$600,000



DESCRIPTION:

The solids handling system (sludge processing) consists of pumping, storage, mixing/aeration, drum thickening, and loading facilities. The sludge thickened to about 4 % solids (or about 96% liquid content), has been transported to the Main Street WWTP, a travel distance of about 10 miles, for dewatering and drying. With the closing of the Main Street Plant, the sludge will be transported to the CWRF, a travel distance of about 20 miles, for processing. This project provides for the upgrade/ modifications of the solids handling system to increase the solids to about 8% (or about 92% liquid content). This will reduce the required number of trips by one-half.



PROJECT DATA SHEET I

PROJECT NO: RS415

Capital Improvements Program

Program: Water Reclamation

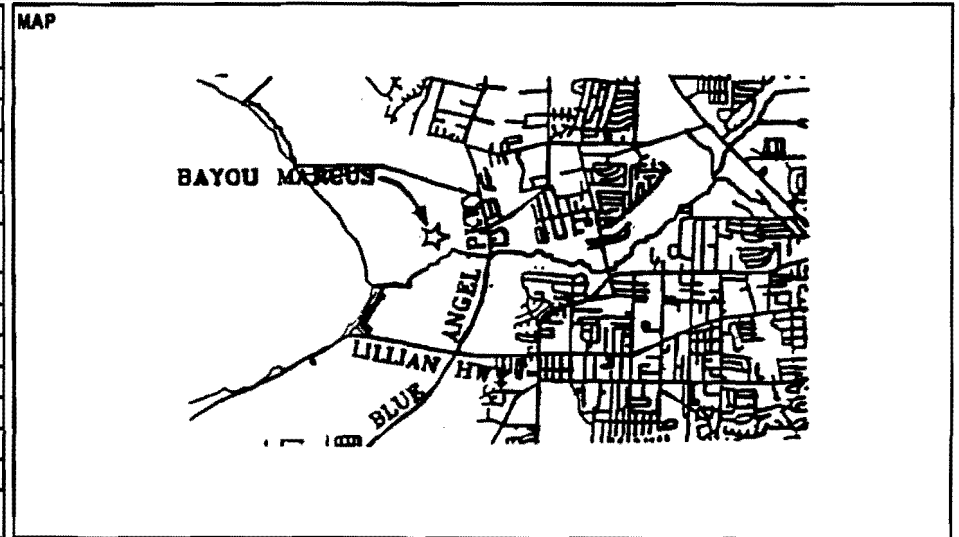
Fiscal Years

Project Title: Bayou Marcus Clarifier Modifications

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		750					750
TOTAL		750					750

ESTIMATED PROJECT COSTS	
Date:	2/14/03
ENV. ASSESS	
ENGINEERING	75000
SURVEY	5000
INSPECTION	
TESTING	
CONSTRUCTION	350000
EQUIPMENT	320000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$750,000



DESCRIPTION:

Modification of the original secondary clarifier was not included in the 1996 Bayou Marcus WRF upgrade to limit the cost of the project. This project would involve construction of a new duplex feed pump station replacing the inlet piping, rake mechanism, scum and overflow weir systems to match the plant hydraulic profile. Coating of the interior of the tank and a new rake mechanism will be required. This fourth clarifier should be modified before the plant reaches its present design capacity of 8.2 MGD.



PROJECT DATA SHEET

PROJECT NO: RS031

Capital Improvements Program

Program: Water Reclamation

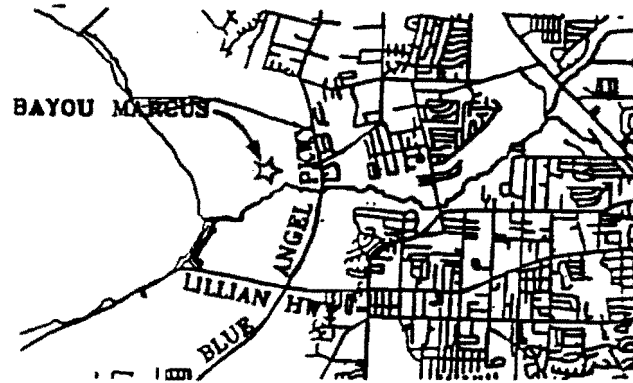
Fiscal Years
2012 - 2016

Project Title: Bayou Marcus Filter Cover

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		275					275
TOTAL		275					275

ESTIMATED PROJECT COSTS	
Date:	2/18/09
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	275000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$275,000

MAP



DESCRIPTION:

This cover would cover the filter complex with a metal pre-engineered structure. This cover would provide protection for the worker during maintenance which is critical in inclement weather. Additionally the filters would reduce heat on the electrical equipment which should prolong the life of the equipment and it will greatly reduce the direct sunlight which reduces the algae growth and prolongs the life of the equipment.



PROJECT DATA SHEET

PROJECT NO: CR407

Capital Improvements Program

Program: Utility Relocations

Fiscal Years
2012 - 2016

Project Title: Small Scale Utility Relocations

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	68	50	50	50	50	50	318
RENEWAL & REPLACEMENT							
TOTAL	68	50	50	50	50	50	318

ESTIMATED PROJECT COSTS	MAP
Date: 3/08/11	SYSTEM WIDE
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 318000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$318,000	

DESCRIPTION:

From time to time, ECUA has the need to fund several small dollar relocation needs, such as small quantities of manhole and valve box adjustments, small quantities of water service replacements, small quantities of relocations, etc. on FDOT, County and City projects. This project allows for funding of such projects and relocation needs.



PROJECT DATA SHEET I

PROJECT NO: CR

Capital Improvements Program

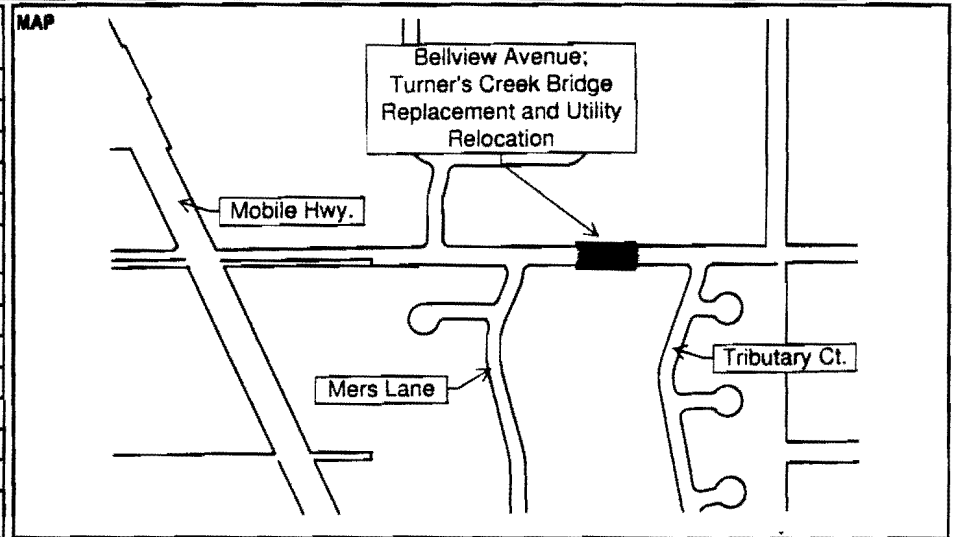
Program: Utility Relocations

Fiscal Years
2012 - 2016

Project Title: Bellview Bridge Utility Relocation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING		300					300
RENEWAL & REPLACEMENT							
TOTAL		300					300

ESTIMATED PROJECT COSTS	
Date:	3/15/11
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	300000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$300,000



DESCRIPTION:

FDOT is replacing the Bellview Bridge. ECUA will have to relocate the water mains and force main.



PROJECT DATA SHEET

PROJECT NO: CR017

Capital Improvements Program

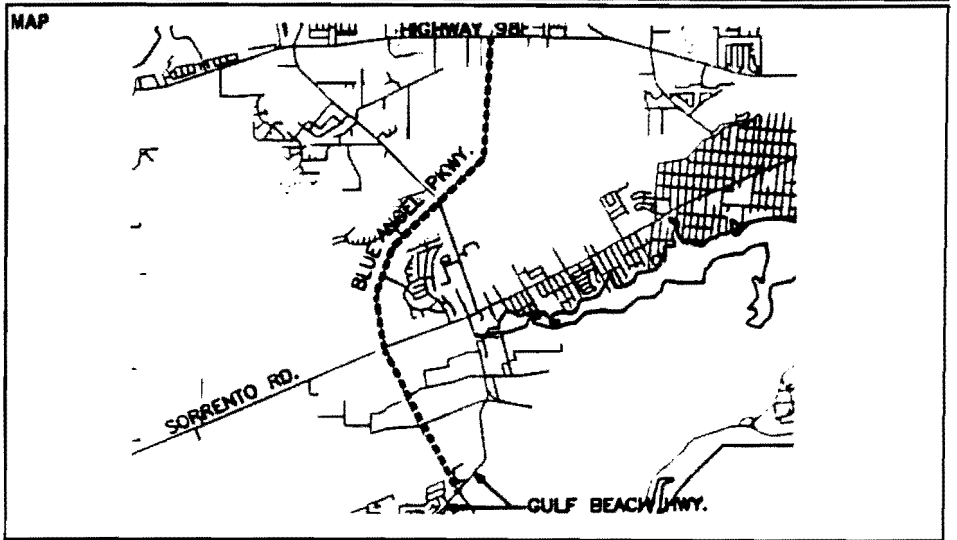
Program: Utility Relocation

Fiscal Years
2012 - 2016

Project Title: Blue Angel 4 - Laning Utility Relocation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	300	1100	1100	1100			3600
RENEWAL & REPLACEMENT							
TOTAL	300	1100	1100	1100			3600

ESTIMATED PROJECT COSTS	
Date:	3/15/11
ENV. ASSESS	
ENGINEERING	300000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	3300000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,600,000



DESCRIPTION:

As of January 2011 estimates: Final roadway plans will be completed June 2012, with construction starting perhaps summer 2012. Hence utility engineering services may be required in FY 2011-2012 and utility construction services may be required in FY 2012-2014.



PROJECT DATA SHEET

PROJECT NO: RW066

Capital Improvements Program

Program: Water Production

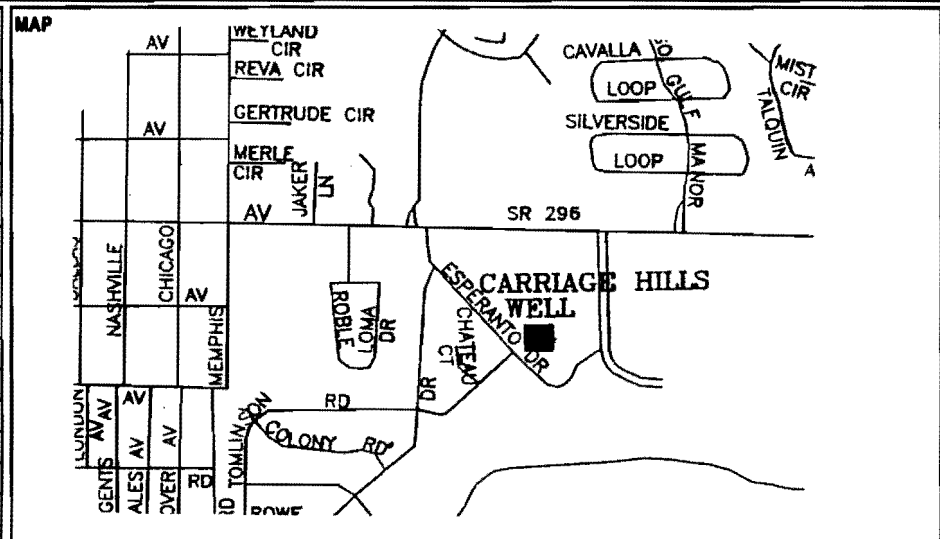
Fiscal Years
2012 - 2016

Project Title: Carriage Hills Ground Storage

Tank WRF and Pump Station

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		2500					2500
TOTAL		2500					2500

ESTIMATED PROJECT COSTS	
Date:	1/15/09
ENV. ASSESS	
ENGINEERING	120000
SURVEY	20000
INSPECTION	
TESTING	
CONSTRUCTION	2360000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$2,500,000



DESCRIPTION:

ECUA's master plan indicates a need for a water storage tank in the Carriage Hills area. The most effective location is at/adjacent to the existing Carriage Hills well site.



PROJECT DATA SHEET

PROJECT NO: RW049

Capital Improvements Program

Program: Water Production

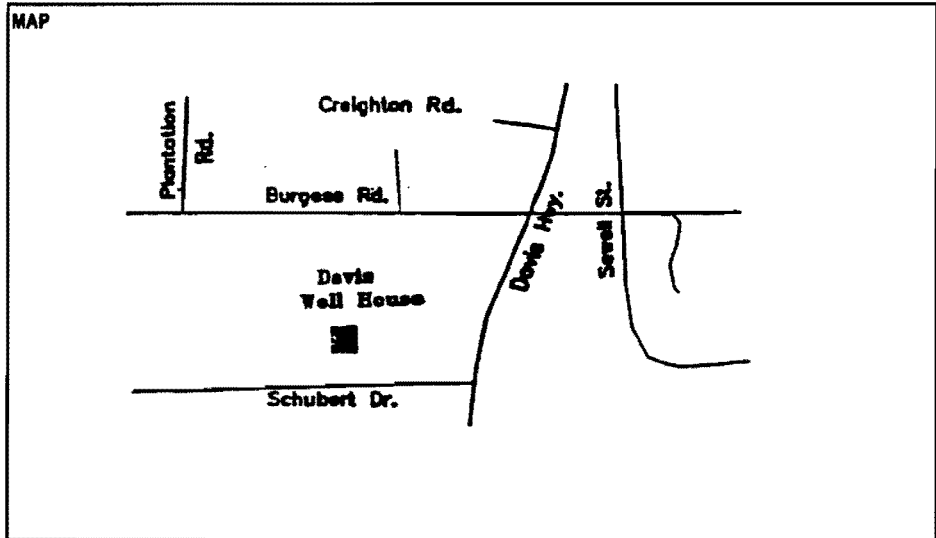
Fiscal Years
2012 - 2016

Project Title: Water Treatment Facility

Replacement - Davis

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1417	500					1917
TOTAL	1417	500					1917

ESTIMATED PROJECT COSTS	
Date:	2/08/99
ENV. ASSESS	
ENGINEERING	100000
SURVEY	10000
INSPECTION	
TESTING	
CONSTRUCTION	1207000
EQUIPMENT	400000
MATERIAL	100000
FURNISHING	
LAND	
MISCELLANEOUS	100000
INDIRECT	
TOTAL	\$1,917,000



DESCRIPTION:

Replace existing well house with current design for additional chemical treatment (fluoridation) and install standby generator. Modifications to the existing pump assembly will not be necessary and current location will allow modifications requiring only minor site work.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RW906

Program: Water Distribution

Project Title: Replace Antiquated Water Lines

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1395	1000	1000	1000	1000	1000	6395
TOTAL	1395	1000	1000	1000	1000	1000	6395

ESTIMATED PROJECT COSTS	
Date:	1/31/08
ENV. ASSESS	
ENGINEERING	500000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	5895000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$6,395,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

ECUA's water system contains many areas where water lines were installed many years ago without proper regard to ultimate demand. Many lines no longer provide the necessary flow or pressure. Customers often experience water quality problems. This program provides for replacement and upgrade of antiquated lines as problem areas are identified, subject to availability of funds.



PROJECT DATA SHEET

PROJECT NO: CW025

Capital Improvements Program

Program: Water Production

Fiscal Years

Project Title: SCADA Radio System Upgrade

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	500	1500					2000
RENEWAL & REPLACEMENT							
TOTAL	500	1500					2000

ESTIMATED PROJECT COSTS		MAP
Date:	2/01/10	
ENV. ASSESS		
ENGINEERING	250000	
SURVEY	50000	
INSPECTION		
TESTING		
CONSTRUCTION	650000	
EQUIPMENT	650000	
MATERIAL	150000	
FURNISHING		
LAND		
MISCELLANEOUS	250000	
INDIRECT		
TOTAL	\$2,000,000	

SYSTEM WIDE

DESCRIPTION:

The ECUA SCADA system communicates with approximately 450 water production and lift station sites via radio communication. The current system uses outdated models and requires shipment out of state for repairs resulting in up to a 10 week delay. Such delays require purchasing numerous spare radios to have on hand. The tower where space is being leased has recently failed updated windload standards limits our future options for expansion of the SCADA system. We are adding approximately 20 new lift stations per year and will be expanding our water system for the foreseeable future.



PROJECT DATA SHEET

PROJECT NO: RS118G

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years
2012 - 2016

Project Title: RTU Replacement for Lift Stations

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	252	250	100	100	100	100	902
TOTAL	252	250	100	100	100	100	902

ESTIMATED PROJECT COSTS		MAP VARIOUS LOCATIONS
Date:	2/07/01	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	902000	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$902,000	

DESCRIPTION:

The original SCADA RTU's are failing due to age and exposure to the weather and hydrogen sulfide. They are no longer being supported by the manufacturer. Some of the units have been replaced as part of our ongoing electrical panel replacement project. This project would replace the 157 remaining units, over a three year period.



PROJECT DATA SHEET

PROJECT NO: RS728E

Capital Improvements Program

Program: Waterwater Collection

Fiscal Years

Project Title: Annual Lift Station Mechanical Needs

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP OPERATING							
RENEWAL & REPLACEMENT	402	300	300	350	350	350	2052
TOTAL	402	300	300	350	350	350	2052

ESTIMATED PROJECT COSTS	MAP
Date: 3/31/06	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 2052000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$2,052,000	

DESCRIPTION:

To replace mechanical piping and pumps, or make miscellaneous repairs needed at ECUA's 362 lift stations.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RS849

Program: Wastewater Collection

Project Title: Lift Station Codes and Standards Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	385	750	750	750	750	750	4135
TOTAL	385	750	750	750	750	750	4135

ESTIMATED PROJECT COSTS	MAP
Date: 2/14/07	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 4135000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$4,135,000	

DESCRIPTION:

To replace all rigid mount lift station pumps with guide rail systems and pumps. " Eliminate all stations with cans, single pumps and manholes (using a standard manhole does not provide adequate room for a second pump)." Standards require removal of lift station pumps without entry into wet well. This project would upgrade approximately 30 lift stations per year as identified in the 2007 Management Audit.



PROJECT DATA SHEET

PROJECT NO: RS928P

Capital Improvements Program

Program: Wastewater Collection

Fiscal Years

Project Title: Electric Panel Replacement Lift Station

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	401	300	300	300	300	300	1901
TOTAL	401	300	300	300	300	300	1901

ESTIMATED PROJECT COSTS	MAP
Date: 4/01/88	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 1901000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$1,901,000	

DESCRIPTION:

The electrical panels are exposed to weather and initially were built for the pumps installed at the time of construction. An average electrical panel will last 10 to 15 years. With over 362 lift stations in our system we must replace 25 to 30 panels per year to keep up. During the past few years we have only replaced 10 - 12 panels per year so we are still looking at a backlog of panels which require replacement. New regulatory requirements have increased the cost per panel. With only a few years of experience we are already seeing the benefits of this effort in reduced overtime call-outs due to equipment malfunctions. The backlog of repair work orders has also been reduced. This program in conjunction with our SCADA system has reduced our liabilities by significantly reducing the sewer backups and overflows. Recently, panels have had to be replaced because the pumps have been upsized. All pumps greater than 20 hp require a soft starter.



PROJECT DATA SHEET

PROJECT NO: RW901S

Capital Improvements Program

Program: Water Production

Fiscal Years

Project Title: Well Maintenance & Testing

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1260	300	650	700	750	800	4460
TOTAL	1260	300	650	700	750	800	4460

ESTIMATED PROJECT COSTS	MAP
Date: 4/01/88	SYSTEM WIDE
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 4460000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$4,460,000	

DESCRIPTION:

A well system overhaul may include repairing/relining the pump housing and impellers as well as repairing or replacing the well casing and the lubrication system. A loss of 5% efficiency in a facility can amount to a loss of production of 114,000 gal/day or 42,000,000 gal/year, along with wasted energy costs of \$4,000. With 31 wells in production, we need to R&R 3 wells annually (minimum).

This is a continuing project which hits every well once every 10 - 12 years.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RA

Program: General Projects

Project Title: Vehicle R&R Program-Ellyson

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1436	1436	1508	1508	1508	7396
TOTAL		1436	1436	1508	1508	1508	7396

ESTIMATED PROJECT COSTS		MAP
Date:	218/20/11	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	7396000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$7,396,000	

N/A

DESCRIPTION:

This project provides funding for the renewal and replacement of ECUA fleet vehicles and heavy equipment. An expected life span is assigned to each vehicle when it is purchased, based on the type of service it will provide. This replacement schedule was originally developed as a straight projection of the expected life span, using 5% increased in the cost of new vehicles each year.



PROJECT DATA SHEET

PROJECT NO: CA802A

Capital Improvements Program

Program: General Projects

Fiscal Years
2012 - 2016

Project Title: Network Infrastructure Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	69	50					119
RENEWAL & REPLACEMENT							
TOTAL	69	50					119

ESTIMATED PROJECT COSTS	MAP
Date: 2/14/07	SYSTEM WIDE
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT 119000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$119,000	

DESCRIPTION:

This project will replace all of our routers and switches with equipment that will be easier to manage. It will install new wiring and fiber runs to provide network redundancy. The existing hardware is a patchwork of equipment assembled over many years.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: CS514

Program: Wastewater Collection

Project Title: Generators

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	250	150	150	150	150	150	1000
RENEWAL & REPLACEMENT							
TOTAL	250	150	150	150	150	150	1000

ESTIMATED PROJECT COSTS	MAP
Date: 1/30/04	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 200000	
EQUIPMENT 800000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$1,000,000	

DESCRIPTION:

Major storms (tropical storms, hurricanes, etc.) often cause numerous extended power outages at our sewer lift stations. Immediately following hurricane Ivan the majority of our lift stations were without power. In some cases power wasn't restored for over a week. The purchase of additional portable generators would eliminate spills and reduce the recovery time following extended periods of power loss.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RW507P

Program: Water Distribution

Project Title: Water Service Renewal

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1006	500	500	500	500	500	3506
TOTAL	1006	500	500	500	500	500	3506

ESTIMATED PROJECT COSTS		MAP VARIOUS LOCATIONS
Date:	2/10/98	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	3506000	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$3,506,000	

DESCRIPTION:

ECUA maintenance crews continue to repair leaking water services. The majority of these leaks are because of bad service material. The impact on our operation is cost in overtime and customer satisfaction.



PROJECT DATA SHEET

PROJECT NO: RA

Capital Improvements Program

Program: General Projects

Fiscal Years
2012 - 2016

Project Title: Facility Energy Consumption

Analyses

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING		750					750
RENEWAL & REPLACEMENT							
TOTAL		750					750

ESTIMATED PROJECT COSTS	
Date:	2/10/05
ENV. ASSESS	
ENGINEERING	100000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	300000
EQUIPMENT	350000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$750,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Due to recent significant changes in utility rates, especially electrical power, the cost to operate the major building has increased. The availability of more efficient equipment and/or modifications of the control systems offer the opportunity to reduce energy costs, and provide more reliable facilities. The HVAC systems in the Customer Service Building, the Water Quality Laboratory, and the Administration/Operations/Maintenance Building are potential candidates for reduced energy costs. Those where a reasonable payback period can be demonstrated would progress through detailed design, bidding and implementation.



PROJECT DATA SHEET

PROJECT NO: CA601A

Capital Improvements Program

Program: General Projects

Fiscal Years
2012 - 2016

Project Title: Miscellaneous Paving Projects

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	31	800	50	50	50	50	1031
RENEWAL & REPLACEMENT							
TOTAL	31	800	50	50	50	50	1031

ESTIMATED PROJECT COSTS	MAP
Date: 1/25/10	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 1031000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$1,031,000	

DESCRIPTION:

Many of ECUA lift stations, manholes and other facilities are located in areas where access is limited. This project would provide means to construct new or stabilize and maintain existing access roadways.



PROJECT DATA SHEET

PROJECT NO: CS317

Capital Improvements Program

Fiscal Years
2012 - 2016

Program: Wastewater Collection

Project Title: Sewer Expansion & Septic Tank

Abatement Program

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING	1099	3000	3000	3000	3000	3000	16099
RENEWAL & REPLACEMENT							
TOTAL	1099	3000	3000	3000	3000	3000	16099

ESTIMATED PROJECT COSTS	
Date:	2/19/02
ENV. ASSESS	
ENGINEERING	1000000
SURVEY	100000
INSPECTION	
TESTING	
CONSTRUCTION	14999000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$16,099,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Many neighborhoods currently serviced by septic tanks have been identified and will be considered for sewer expansion as funds become available.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RS

Program: Water Reclamation

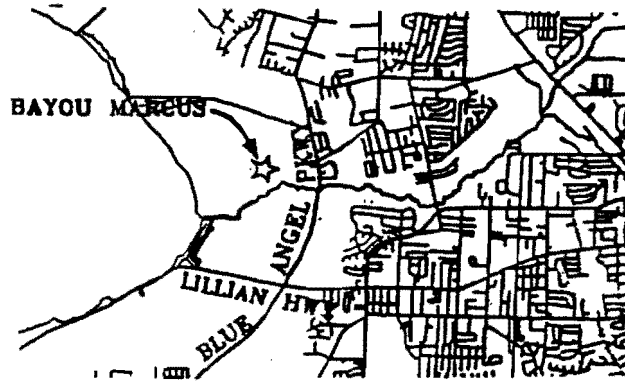
Project Title: Bayou Marcus Disinfection

Modifications/Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		2500					2500
TOTAL		2500					2500

ESTIMATED PROJECT COSTS	
Date:	3/08/11
ENV. ASSESS	
ENGINEERING	180000
SURVEY	10000
INSPECTION	50000
TESTING	
CONSTRUCTION	1360000
EQUIPMENT	900000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$2,500,000

MAP



DESCRIPTION:

The effluent from the Bayou Marcus WRF is currently disinfected utilizing an ultraviolet (UV) system. This system has not proven to be reliable partly due to the quality of the power supply. This project will provide disinfection of the effluent using a liquid chlorine system which will be capable of providing high level disinfection, and meeting FDEP requirements for unrestricted public reuse. Construction will include conversion of existing tankage, chemical storage and feed equipment, replacement pumps, and equipment to provide for the dechlorination of the effluent.



PROJECT DATA SHEET

PROJECT NO: RW034

Capital Improvements Program

Program: Water Production

Fiscal Years
2012 - 2016

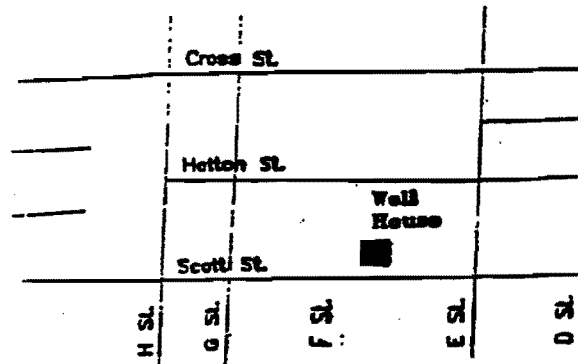
Project Title: Water Treatment Facility

Replacement - F & Scott

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1200					1200
TOTAL		1200					1200

ESTIMATED PROJECT COSTS	
Date:	2/08/99
ENV. ASSESS	
ENGINEERING	50000
SURVEY	25000
INSPECTION	25000
TESTING	
CONSTRUCTION	800000
EQUIPMENT	300000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,200,000

MAP



DESCRIPTION:

Replace th existing well house with current design for additional chemical treatment (fluoridation) and install standby generator. Modifications to the existing pump assembly will not be necessary and current location will allow modifications requiring only minor site work.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RW031

Program: Water Production

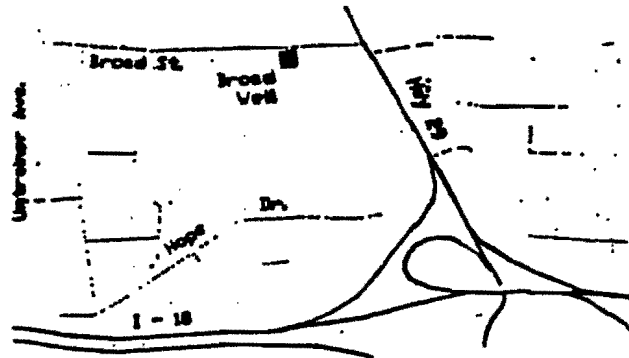
Project Title: Water Treatment Facility

Replacement - Broad

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1200					1200
TOTAL		1200					1200

ESTIMATED PROJECT COSTS	
Date:	2/08/99
ENV. ASSESS	
ENGINEERING	50000
SURVEY	25000
INSPECTION	25000
TESTING	
CONSTRUCTION	800000
EQUIPMENT	300000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,200,000

MAP



DESCRIPTION:

Replace existing well house with current design and install an electric motor with generator to replace natural gas engine. Modifications to the existing pump assembly will not be necessary. The current location is adequate requiring only minor site work.



PROJECT DATA SHEET

PROJECT NO: CW606B
 Program: Water Production
 Project Title: Facility Site Acquisition

Capital Improvements Program

Fiscal Years
 2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP OPERATING	1024	500	500	250	250	250	2774
RENEWAL & REPLACEMENT							
TOTAL	1024	500	500	250	250	250	2774

ESTIMATED PROJECT COSTS	
Date:	2/06/06
ENV. ASSESS	70000
ENGINEERING	
SURVEY	30000
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	2674000
MISCELLANEOUS	
INDIRECT	
TOTAL	\$2,774,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

ECUA's hydraulic model analysis and associated master plan identify future needs for water production facilities. Prospective sites for these water production facilities need to be identified and evaluated. Actions involved include search for available properties, research of possible contamination sources, performance of test well for well sites, soil borings for well and tank sites, property purchase costs and other related items.



PROJECT DATA SHEET

PROJECT NO: RA907

Capital Improvements Program

Program: General Projects

Fiscal Years

Project Title: IT Infrastructure Upgrade

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	445	100					545
TOTAL	445	100					545

ESTIMATED PROJECT COSTS		MAP
Date:	2/15/08	N/A
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	545000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$545,000	

DESCRIPTION:

The ECUA performed an upgrade of our network in 2007. That upgrade made our network much faster, more reliable, and more secure. This year's project will replace the Toshiba UPS that provides power for the AS400, network servers, and scada servers. This UPS is over 12 years old and maintenance costs continue to increase each year. Over the past five years, disk utilization on our file servers has increased. We are now running out of room to store files. One reason this is happening is because ECUA's employees use digital images. These maps and photos are larger and require more disk than the traditional word processing and spreadsheet documents. The disk array will handle the current electronic records storage needs of our organization and will have the flexibility to grow in size in the future. This project will replace up to 25 personal computers. Our personal computers are given an expected life span of 3 to 4 years. Most of the computers on our replacement list are over five years old. Each computer will be replaced with a similar model. Other equipment will be purchased to consolidate existing servers and disks.



PROJECT DATA SHEET

PROJECT NO: RW067

Capital Improvements Program

Program: Water Distribution

Fiscal Years
2012 - 2016

Project Title: Water Quality Connections

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP OPERATING							
RENEWAL & REPLACEMENT		200	200	200	200	200	1000
TOTAL		200	200	200	200	200	1000

ESTIMATED PROJECT COSTS	
Date:	1/31/08
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	1000000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,000,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

There are dead-end lines throughout ECUA's water distribution system that can be eliminated by connections to the existing water distribution system. The purpose of this project would be to identify areas where water circulation can be improved by tying to adjacent distribution lines. A looped system provides better water circulation and can improve both water quality and pressure.



PROJECT DATA SHEET

PROJECT NO: RW401

Capital Improvements Program

Program: Water Distribution

Fiscal Years

Project Title: Creek Crossing Renewals

2012 - 2016

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		300					300
TOTAL		300					300

ESTIMATED PROJECT COSTS	MAP
Date: 1/15/09	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING 70000	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 230000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$300,000	

DESCRIPTION:

Numerous stream crossings of water distribution and sewer mains have failed in the past, and permanent repairs were not effective. Several different approaches to main rehabilitation will be investigated, including directional boring, pipe bursting and conventional methods. These include the following:

1. Crossing at Interstate Circle (8" main)
2. Creek crossing at Lillian Hwy. west of San Sebastian (8" main)
3. Pine Forest Road north of Lake Estelle (8" main)
4. Bayou Marcus Creek at Patricia Drive (8" main)
5. 9 Mile at 11 Mile Creek (6" force main)
6. Bayou Marcus Creek on Blue Angel Pkwy. South of Mequite Drive (8" main)



PROJECT DATA SHEET

PROJECT NO: RW725

Capital Improvements Program

Program: Water Distribution

Fiscal Years
2012 - 2016

Project Title: Highway 29 Water Line Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1400					1400
TOTAL		1400					1400

ESTIMATED PROJECT COSTS	
Date:	1/31/08
ENV. ASSESS	
ENGINEERING	150000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	1250000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,400,000



DESCRIPTION:

The existing 12" water main along this portion of Highway 29 has a history of breaks.

ECUA BUDGET

SANITATION SYSTEM

FY 2012

EMERALD COAST UTILITIES AUTHORITY
 SANITATION SYSTEM
 PROPOSED SOURCES & USES
 FISCAL YEAR 2012

SOURCES

OPERATING REVENUES :

RESIDENTIAL	\$ 15,642,942	
COMMERCIAL	1,150,000	
FUEL RECOVERY FEE	1,000,000	
RECYCLABLE COMMODITIES	120,000	
MISCELLANEOUS	35,000	
TOTAL OPERATING REVENUES		17,947,942
ALLIED ANNUAL PAYMENT		50,000
INTEREST INCOME		25,000
TOTAL REVENUES		18,022,942
BEGINNING BALANCES :		
UNRESTRICTED RESERVES		1,133,646
TOTAL SOURCES		19,156,588

USES

PERSONAL SERVICES	7,169,592	
SUPPORT SERVICES	5,737,740	
MATERIALS & SUPPLIES	1,439,250	
OPERATING CONTINGENCY	82,500	
INDIRECT OVERHEAD ALLOCATION	300,715	
TOTAL OPERATING EXPENSES		14,729,797
DEBT SERVICE		1,066,469
CIP PROJECTS	65,000	
R & R PROJECTS	900,000	
EQUIPMENT REPLACEMENT FUND	1,105,000	
TOTAL OTHERS		2,070,000
ENDING BALANCES :		
UNRESTRICTED RESERVES		1,290,322
TOTAL USES		\$19,156,588
DEBT SERVICE COVERAGE		3.02

**EMERALD COAST UTILITIES AUTHORITY
SANITATION SYSTEM**

	ACTUAL FY 2010	AMENDED BUDGET FY 2011	REQUESTED FY 2012	INCREASE (DECREASE)	DIVISION % INCREASE	
ADMINISTRATION	902,979	839,628	842,426	2,798	0.33%	Increase for additional cans maintained by Otto.
RESIDENTIAL OPERATIONS	7,123,096	7,233,719	7,092,400	(141,319)	-1.95%	Net changes from personnel reassignments.
COMMERCIAL OPERATIONS	1,117,317	1,005,179	1,140,900	135,721	13.50%	Increased disposal fees.
GARAGE	2,094,258	1,755,537	1,837,970	82,433	4.70%	Increased maintenance costs.
YARD TRASH COLLECTION	1,629,848	1,668,975	1,818,541	149,566	8.96%	Personnel reassignments
RECYCLING	956,029	925,378	947,945	22,567	2.44%	Personnel reassignments
OTHER EXPENSES- INSURANCE, WORKERS COMP, BAD DEBT, PAYING AGENT FEES, PAY ADJUSTMENTS, ETC.	727,425	471,600	666,400	194,800	41.31%	Funding for licensing and normal reclassifications and promotions.
OVERHEAD ALLOCATIONS	240,595	273,084	300,715	27,631	10.12%	
OPERATING CONTINGENCIES		82,500	82,500	-		
TOTAL OPERATING EXPENSES	14,791,547	14,255,600	14,729,797	474,197	3.33%	

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
SANITATION					
REGULAR SALARIES	4,264,124	4,188,715	4,288,836	100,121	
SHIFT DIFFERENTIAL	6,587	9,000	9,000	-	
OVERTIME-MISCELLANEOUS	124,526	101,000	101,000	-	
PROGRAMMED	315,804	530,500	530,500	-	
SOCIAL SECURITY	335,695	362,208	368,723	6,515	
ECUA PENSION	18,626	15,161	15,693	532	
STATE PENSION	447,876	504,388	233,346	(271,042)	
LIFE AND HEALTH INSURANCE	1,045,348	1,247,354	1,316,494	69,140	
WORKER'S COMPENSATION	109,385	125,000	200,000	75,000	
OTHER	-	60,000	106,000	46,000	
PERSONAL SERVICES	6,667,971	7,143,326	7,169,592	26,266	
PROFESSIONAL SERVICES	21,683	7,500	7,500	-	
AUDITING AND ACCOUNTING	13,750	5,500	6,000	500	
OTHER CONTRACTUAL SERVICE	464,960	428,500	423,000	(5,500)	
RENTAL & LEASES	4,002	4,000	54,000	50,000	Annual Lease cost for new radios
TEMPORARY SERVICES	72,055	27,000	47,000	20,000	Due to employees on FMLA leave.
TRAVEL AND PER DIEM	-	2,200	2,200	-	
LEASED LINES	642	1,000	1,000	-	
TELEPHONE	3,220	3,000	3,000	-	
800 PHONE SYSTEM	3,880	6,000	4,000	(2,000)	
UTILITIES - ELECTRICITY	69,243	60,000	65,000	5,000	
UTILITIES - GAS	7,420	12,000	8,000	(4,000)	
R & M-EQUIP & VEHICLES	1,090,451	726,000	821,000	95,000	Repairs to fleet.
REP & MAINT - BUILDINGS	131,099	20,000	13,000	(7,000)	
REP & MAINT - TELEPHONES	1,056	1,000	1,000	-	
REP & MAINT-FUEL SYSTEM	6,552	5,000	7,000	2,000	
PUBLIC RELATIONS	29,055	50,000	50,000	-	
CLASSIFIED ADVERTISING	7,190	14,000	11,000	(3,000)	
DUMPSTERS	22,525	6,500	6,500	-	
EDUCATIONAL REIMBURSEMENT	-	2,000	2,000	-	
INVENTORY OVER/SHORTAGE	(15,911)	-	-	-	
GAS OVER/SHORT	1,243	-	-	-	
INV OVER/SHORT E-F GARAGE	(3,622)	-	-	-	
OTHER CURRENT CHARGES	8,051	5,440	5,440	-	
PROFESSIONAL DEVELOPMENT	10,318	2,700	2,700	-	
TIPPING FEES	3,654,730	3,600,000	3,701,000	101,000	Cost increase of commercial disposal.
TIPPING FEES - ROLL-OFFS	119,508	90,000	136,000	46,000	
SUPPORT SERVICES	5,723,100	5,079,340	5,377,340	298,000	

CONTINUED

ACCOUNT DESCRIPTION	2010 LAST YEARS ACTUAL	2011 ORIGINAL BUDGET	2012 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION OF CHANGE
POSTAGE	44	10,200	1,200	(9,000)	
COMPUTER FORMS	-	250	250	-	
PRINTING AND BINDING	1,024	6,000	1,500	(4,500)	
OFFICE SUPPLIES	9,042	9,000	9,000	-	
CLOTHING SUPPLIES	9,401	15,000	15,000	-	
FREIGHT, SHIPPING	169	1,000	1,000	-	
GAS, OIL AND LUBRICANTS	1,057,458	1,182,000	1,244,000	62,000	Additional fleet.
FOOD & SUPPLY PURCHASES	2,541	3,000	3,000	-	
OPERATING SUPPLIES	199,593	110,000	110,000	-	
PREPAID EXPENSE ITEMS	207,536	-	-	-	
PAINT	2,683	2,500	2,500	-	
PROTECTIVE CLOTHING	19,112	17,500	17,500	-	
SMALL TOOLS AND EQUIPMENT	30,367	32,550	32,550	-	
BOOKS & PUBLICATIONS	310	750	750	-	
DUES & SUBSCRIPTIONS	2,561	1,000	1,000	-	
MATERIALS & SUPPLIES	1,541,841	1,390,750	1,439,250	48,500	
DEPARTMENT TOTAL	13,932,912	13,613,416	13,986,182	372,766	

EMERALD COAST UTILITIES AUTHORITY
WATER AND WASTEWATER SYSTEM
FY 2012
PROPOSED SANITATION PROJECTS

Funds (000)

	Project Number	Project	Description	Total
1	CT503		Additional Containers for Commercial Customers	65
2	RT504		Annual Residential Vehicle Replacement Program	855
3	RT701		Annual Commercial Vehicle Replacement Program	100
4	RT702		Container Replacement Fund-Residential	150
5	RT		Building Upgrade and Paving at Sanitation	900
			TOTAL SANITATION PROJECTS	<u>2,070</u>

10/6/2011
CR I-2



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: CT5030

Program: Sanitation

Project Title: New/Replacement Containers

Commercial Program

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING		65	65	65	65	65	325
RENEWAL & REPLACEMENT							
TOTAL		65	65	65	65	65	325

ESTIMATED PROJECT COSTS		MAP
Date:	1/22/01	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	325000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$325,000	N/A

DESCRIPTION:

To provide front-load dumpsters and rolloff containers for new commercial customers and replacement of existing dumpsters. Includes the following cost projections for purchase of commercial containers.

	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Front-load Dumpsters	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Rolloff Containers	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>

10/6/20
CR



PROJECT DATA SHEET

PROJECT NO: RT504A

Capital Improvements Program

Program: Sanitation

Fiscal Years
2012 - 2016

Project Title: Annual Residential Vehicle

Replacement Program Funding

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		855	855	1405	1405	1405	5925
TOTAL		855	855	1405	1405	1405	5925

ESTIMATED PROJECT COSTS		MAP
Date:	2/18/11	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	5925000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$5,925,000	

N/A

DESCRIPTION:

This fund will provide for replacement of vehicles used in residential sanitation operation.



PROJECT DATA SHEET

PROJECT NO: RT701

Capital Improvements Program

Program: Sanitation

Fiscal Years

Project Title: Annual Commercial Vehicle

2012 - 2016

Replacement Program Funding

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		100	100	100	100	100	500
TOTAL		100	100	100	100	100	500

ESTIMATED PROJECT COSTS		MAP
Date:	2/18/11	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	500000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$500,000	

N/A

DESCRIPTION:

This fund will provide for replacement of vehicles used in the Commercial Sanitation division.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2012 - 2016

PROJECT NO: RT702

Program: Sanitation

Project Title: Container Replacement Fund -

Residential

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		150	150	150	150	150	750
TOTAL		150	150	150	150	150	750

ESTIMATED PROJECT COSTS	MAP
Date: 2/18/11	N/A
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT 750000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$750,000	

DESCRIPTION:

This capital reserve project will provide the necessary funding to purchase containers for new customers and replacement of containers that are beyond the warranty period for new and existing customers of the residential collection system.

10/6/2011
CR I-2



PROJECT DATA SHEET

PROJECT NO: RT

Capital Improvements Program

Program: Sanitation

Fiscal Years
2012 - 2016

Project Title: Building Upgrade and Paving at
Sanitation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2012	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		900	900				1800
TOTAL		900	900				1800

ESTIMATED PROJECT COSTS		MAP
Date:	2/18/11	
ENV. ASSESS		
ENGINEERING	145015	
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	1654985	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$1,800,000	

DESCRIPTION:

To provide funds to remodel and upgrade the kitchen/garage building at the Sanitation Complex. Currently all employee lockers are in a storage shed and the male showers date to the 1970's. Sanitation has no locker room or showers for female employees. The current building dates from the 1970's and has multiple leaks in the roof and other structural problems. This project would correct these problems and provide additional storage space for parts and tools.

10/6/2011

CR I-2



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-1527 **Clerk & Comptroller's Report** **Item #: 11. 3.**

BCC Regular Meeting

Meeting Date: 10/06/2011
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. Approve the Minutes of the Regular Board Meeting held September 15, 2011;
- B. Approve the Minutes of the Second Budget Public Hearing held September 27, 2011;
- C. Accept, for filing with the Board's Minutes, the Report of the District 1 and District 2 Joint Town Hall Meeting held August 30, 2011;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 15, 2011; and
- E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 8, 2011.

Attachments

20111006 CR I-3

REPORT OF THE DISTRICT 1 AND DISTRICT 2 JOINT TOWN HALL MEETING
HELD AUGUST 30, 2011
JIM C. BAILEY MIDDLE SCHOOL
4110 BAUER ROAD, PENSACOLA, FLORIDA
(6:06 p.m. – 8:53 p.m.)

Present: Commissioner Wilson B. Robertson, District 1
Commissioner Gene M. Valentino, District 2
Charles R. "Randy" Oliver, County Administrator
Honorable David Morgan, Sheriff
Larry Aiken, Chief Deputy, Escambia County Sheriff's Office

Staff

Present: Joy D. Blackmon, P.E., Director, Public Works Department
Tim Day, Environmental Program Manager, Community & Environment Department
Doris Harris, Deputy Clerk to the Board
Horace Jones, Division Manager, Development Services Department
T. Lloyd Kerr, Director, Development Services Department
Steve Littlejohn, Code Enforcement
Wesley J. "Wes" Moreno, Deputy Director, Public Works Department
Michael Rhodes, Director, Parks & Recreation Department
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Sandra Slay, Division Manager, Code Enforcement/Animal Control
David Wheeler, Facilities Management Deputy Director, Public Works Department

Opening Remarks

Commissioner Robertson called the Joint Town Hall Meeting to order at 6:06 p.m., led the Pledge of Allegiance to the Flag, and provided opening remarks.

Commissioner Valentino provided opening remarks and advised that Escambia County will receive a \$3 million grant from the U. S. Fish and Wildlife Service, subject to a 25% County match, for mitigation related to the critically endangered Perdido Key Beach Mouse, as well as other endangered species.

REPORT OF THE DISTRICT 1 AND DISTRICT 2 JOINT TOWN HALL MEETING – Continued

Discussion Topics

- A. Wesley J. “Wes” Moreno, Deputy Director, Public Works Department, provided an update on the following projects in District 1 and District 2, and advised that, since 2007, approximately \$25 million in Local Option Sales Tax dollars have been distributed for projects in District 2, and that citizens can visit the County’s customer service website at www.myescambiacares.com:
- ❖ The District 2 Gulf Beach Highway Sidewalk Project – Phase 1 complete, Phase 2 in progress, design for Phase 3 should be complete in September 2011
 - ❖ The Coral Creek Drainage Project – will advertise for bids for the next phase in September 2011
 - ❖ The District 1 Saufley Landfill Project – plans and designs to be completed and bid in September 2011
 - ❖ The District 1 Choctaw Drainage Outfall Project – Eminent Domain powers were utilized for the project; the Pricing Agreement is ready to issue when the DEP and ACOE clears it
 - ❖ The Southwest Escambia County Sports Complex – Project underway; property has been cleared, approximately half of the fill has been hauled in, concession stand areas are being designed
 - ❖ Bauer Road has been resurfaced in recent years
 - ❖ Sidewalk projects are in progress in both Districts; additional drainage projects will be forthcoming; 538 holding ponds in the County are mowed on a six-week cycle
- B. Sandra “Sam” Slay, Division Manager, Environmental Code Enforcement, explained the procedures/response for Environmental Code Enforcement complaints, which are submitted to the Code Enforcement Officers through their laptop computers, in the field, and advised that citizens can file and track the progress of complaints via the www.myescambiacares.com website; however, if a complainant wishes to remain anonymous, the complaint must be filed through the Commissioner’s Office;
- C. Commissioner Valentino advised that Code Enforcement Officers employed by the City of Pensacola and Santa Rosa County are permitted to carry weapons, and requested citizen support for a proposed State legislative change that will allow Escambia County’s Code Enforcement Officers to carry weapons for self protection;

(Continued on Page 3)

REPORT OF THE DISTRICT 1 AND DISTRICT 2 JOINT TOWN HALL MEETING – Continued

Discussion Topics – Continued

- D. David Wheeler, Facilities Management Deputy Director, Public Works Department, provided an update concerning the Perdido Key Fire Station and Community Center, and advised that a base bid to construct the fire station and complete the entire 2.1-acre site build-out, and three alternates; i.e., a community center and visitors' information center, a helo pad atop the fire station, and a geothermal versus conventional cooling system for the fire station, will be advertised, and the plan is to have a groundbreaking ceremony on November 30, 2011, and completion of the Project in the April-May 2013 timeframe; and
- E. Commissioner Robertson requested a moment of silent prayer on behalf of Larry M. Newsom, Assistant County Administrator, and his wife, Lisa, who broke her neck in a recent diving accident.

Q&A with Citizens – Speaker(s):

Kurt Wurzbach
Patty Gilpin
Catherine Moritz
Martin "Marty" McGreevy
Dan Head
Ron Long
Alan Dennis
Alexander "Alex" Ilnyckyj
Paul Freschette
Doug Wager
Peter Geryak
Jim von Lorenz
Bobbie Skinner
Henry Randall
Ann Griffin
Bobby Summerlin
Bobby McCarley
Bobby Wise
Paul White

Commissioner Robertson expressed his appreciation to those who attended, and concluded the Meeting at 8:53 p.m.

Robertson & Valentino Town Hall Meeting
August 30, 2011
6:00 p.m.

Opening Remarks-

District 1- Wilson Robertson

District 2- Gene Valentino

Discussion Topics-

Roads & Drainage Improvements

Code Enforcement

SW Sportsplex

Perdido Key Fire Station and Community Center

Saufley Landfill Project

Q&A with Citizens- (please ask them to use the microphone provided. All comments need to be recorded for the Clerk)

Closing Remarks- (7:30 p.m.)

Citizen Sign-In Sheet

Please print the information below.

10/6/2011
CRI-3C

Name	Address	Phone	Commission District	Email
Robert White	13937 Perdido Key Dr #1303	454-2043	1 st	
Eleanor Stewart	12650 Lillian Hwy	453-1092	1 st	Send Redistrict Map
Edward J. PEETERS	56871 Avenida Rd	453-2931	1 st	
Donna & Bobby McCarty	7205 Flood Reef, Pensacola		2 nd	
DEBBIE & Henry Randall	900 Paradise Beach Cir. Pens	554-2658	1 st	
Thomas Umbaugh	1204 Moon Glow Cir PENS	453-9466	1 st	
Kathleen Umbaugh	" " " "	" "	1 st	
Trevi & Kiersten Wilson	13201 Gulf Beach Hwy	904-416-6935		
BILLOW TORRYTH	5519 NAVAHO DR PDA 32507	492-9199	2	
Betty A. Hawkins	9038 Caribbean Drive 32506	418-1343		
Steph & Anna Genyal	1702 Beachside Dr, Pensacola FL 32506	492-3402		
MARKEASTERLIN	1714 BEACHSIDE DR, 32506	384-0718	2	EYE@COX.NET (Redistricting)
James Gooden	13832 River R.	492-1180	2	
FILED GARTHA	7166 SHARP REEF	492-6805	1	
MR & MRS JOHN KRANAK	1134 HALYARD PL 32507	492-3182		
James Spilchinski	8355 Spectra Blvd, P'cola 32526	944-5960	1 st	

Citizen Sign-In Sheet

Please print the information below.

10/6/2011
CR 1-3C

Name	Address	Phone	Commission District	Email
Anne Harvey	5641 Cruzat Way	850-497-1782	2	
W. Wagner	5035 Challeys Way		2	
Jesse Casey	6300 Hoar Rd Pensacola FL 32526	944-4444	1	JESSACASEY@COX.NET
Bobby Summerlin	10015 GULF BEACH HWY PENSACOLA FL 32507	(850)82-6929	2	
DAN HEAR	17287 Perdido Key Dr. #406 PMS, 32507	678 644 1272	2.	
Tommy Thompson	4004 Darguissia Tr. 32507	850-482-2479		
Gar & Sharon Shroy	319 South 61st Ave 32506	850-456-0141	2	garthroy@AOL.COM
Bill Strapp	5731 DUNE AVE	850 324 3679	1	
Jim vonborenz	50 Arapaho Dr. Pensacola 32507	850 492-2655	2	
John Seymour	9300 Standerant St 32514	850 969 3310	ECUA	SeymourJ@ECUA.org
Bobbie Skinner	3437 Bowker Dr. 32506	492-6779	1	SKINNER6@COX.NET
Lamar Dean	11710 Chanticleer Ct	572-6589	1	lamar@lamardeaninsurance.com
Sharon Smith	17025 Perdido Key Dr #6W 32507	850/308-5119	2	50smith601@Cox.net
JAMES BUTTRAM	5711 RED CEDAR St. 32507	850/221-6945	2	JAMESBUTTRAM@gmail.com
Tina Morrison	15500 Perdido Key Dr. 32507	850-492-4660	2	director@perdidochamber.com
J. SYPHARD	1462 RIVER RD PENSACOLA	850-332-6594		
Catherine Simpson	6386 Cattle Dr. Pensacola	850 944-1177	1	Cays6386@att.net

*19 per page

Citizen Sign-In Sheet

Please print the information below.

10/6/2011
CRI-3C

Name	Address	Phone	Commission District	Email
Bobby G. Reynolds Sr	12511 Lillian Hwy	850 756 5595	2	REYN2290@Bellsouth.net
Michael F. Smith	17075 Perdido Key Dr # 6W	850/308-5119	2	mtsmith601@cox.net
William Driscoll	12414 Airblanc dr	850 4926469	1	Wdriscoll@cox.net
Tommy Driscoll	13601 Perdido Key Dr	992 (202)	1	
Sharon Barry	17075 Perdido Key Dr 6E	497-1918	2	
Emily Harris	17075 Perdido Key Dr 3G	492-0587	2	
Alison Davenport	9243 Capt. Kidd Key	982-2083	2	alison@davenport.com
ANTONY FLORENTINO	433 S Navy Blvd	455 7017		
Picci Campbell	5510 NAVAHO Dr.	449-1196	1	Vicci@Perdidotitle.com
Margaret Haines	14031 Canal Dr	529-1888	2	thaines2nd@cox.net
Joe Gilchrist	9465 S. Loop Rd	492-7601	2	
MARTY McNEEVEY	5778 Grande Lago BL.	492 5213	2	P2m2m2m2@cox.net
Hurt Wurzback	12720 Lillian Hwy	L	1	
TED BEUMER	12510 GOLF BEACH	492 0446	2	
Jacqueline Reid	7525 Jamesville Rd.	944-0069	1	
Eric Reed	27 Patton Dr	221-3773		
Ralph Loden	16787 Perdido Key Dr A401	492-1938	2	sploves@AOL.com

Tuesday, August 30, 2011- District 1 & District 2

Citizen Sign-In Sheet

Please print the information below.

10/6/2011
CR 1-3C

Name	Address	Phone	Commission District	Email
Gregg Southgate	6027 SPANISH OAK DR	453-7649	1	
Lois Benson	520 E. Zaragoza St	429-8377	2	
Bobby Wise	9406 Sidney Rd Pensacola FL	492-3257	2	
FINCH, MARNIE	5 CAVALIER PL 32506	384 0944	2	
Catherine Morits	4987 Prieto Dr 32506	426-1988	2	c.morits@cox.net
Steve Adams	5375 Prieto Dr 32506	453-1867	2	adams-Steve@ATT.NET
Lee Savin-McHugh	629 Clubhouse Terr 32507	549 3569	1	
Sally Savin	1972 South Wind Cir 32506	436 8916	1	
RONALD LONG	1071 JAGUAR RD		1	
SHEN KARRIS	8136 IMPERIAL RA. 32506	565-4101	1	
Anna Reeves Jensen	9040 Caribbean Dr 32506	456-7278	2	stewardanna1010@aol.com
Estelle + Don Kinoshita	6255 Prince Charles Dr. 32506	458-7988	2	estelle@cox.net
GEOFF DAVIDSON	13201 GULFBREEZE HW	492 9022	1	WA
C.T. SANDERS	11650 Chanticleer D-	492-1584	2	
AL & H. BOYD	3027 CONCHO Dr.	482-5468	2	
ALAN DENNIS	16407 PERDIDO KEY DR	492-0655	2	WADENNIS@BELLSOUTH.NET
Doug Wager	7231 Latite Reef	492-3315	2	Doug@yachtadvisr.com
DOROTHY + Jim DONALSON	13597 Perdido Key Dr	492-9556	2	
Joni White	13826 Coral Dr.	492 5135	2	

*19 per page

Citizen Sign-In Sheet

Please print the information below.

10/6/2011
CRI-3C

Name	Address	Phone	Commission District	Email
Todd & Jane Larson	52 ARAPAHO DR 32507	850 497-0358	1 st	jtHerson@cox.net
* Betty & Roger Williams	5311 PINE MOON 32507	850 390- 9900 ⁴¹⁶⁹⁹		RWilliams7147@gmail.com
Dottie Faul	6809 Cedar Ridge Dr 32526			
R.V. Goodloe	16318 N. Shore Dr. 32507	850 492-0592	2 nd	R.V. Am
R. BREWTON	5143 CHANDELLE DR. 32507	850-377-0207	2 ND	RICHBREWTON@YAHOO.COM
Paul Freehette	15742 Bowlegs Reef 32507	850 497 0111	1 st	porc1paf@cox.net
Perry Rosenbaum	11730 Chanticleer Drive	850 492 8875	2d	rosetreel@cox.net
MARK EASTON	309 SE BAUBLETTS DRIVE 32507	377-5373	2 nd	MARK.EASTON@FNF.COM
Don Phillips	11711 Chanticleer Ct	455-4200		
CARLA & MIKE BURKE	13621 Perdido Key DR.	637-1068	2	
JOHN DE GASPARRE	5020 CHATELIER WAY	492-5930	2	
PAUL WHITE	120 Elm St. 06	456-3418	2	PWHITE32506@cox.net
DR M ^c CUKILL	5939 Na Bay Ct. W	492-4386	1/2	info@Plarabona.com

*19 per page

Tuesday, August 30, 2011 - District 1 & District 2

Citizen Sign-In Sheet

Please print the information below.

Name	Address	Phone	Commission District	Email
Evelyn Mack	1522 Gulf Breeze Hwy #9	346-4839	District 2	theextremile85@gmail.com
Pat Gilpin	8126 Seape Field Dr	572-0115	"	cmack@bellsouth.net
Jayne Bell	1230 DEERWOOD DR	554-4294	"	Movie Henderson 715@yahoo.com
Dan Henderson	14071 Watrous Dr	492-4550	"	RichSreuton@yahoo.com
Rich Sreuton	3309 GULF BEACH HWY	850-377-0207	2ND	
FRANK TRENT	16787 Peninsula Reg Dr.	850 4922679		
Sheel G. Dey	11801 Charleslea, N.Y.	850-4925917	2nd	ilbert@ny.gov
Sue Ann Edwards	15710 Perimeter Dr	541-8162	2	WFGent@Co.NY
N.H. FAIRCLOTH	6270 East Fence Road	455-2602	2	
Jim Lee	Box 36426 Pensacola, FL 32576	924 4029	2	Jlee@nabrs.edu
Dakota McLean	13660 Emeraldway Pt Rd	492-2135	2	
Eleanor Stewart	Freedom Hwy		1	
John Smith	13083 Central Blvd Tallahassee	931-969-9001		
DALE THARP	1700 W LEONARD ST PANAMA	192 -	5	
DAVID PURGE	1700 W LEONARD ST PANAMA			SheepEscort@aol.com
Alexander Lopez	411 Bay Oaks Dr Panama		1	
Ed Jones	5163 Forest Pt	4924301	2	

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD SEPTEMBER 15, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 10:58 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Grover C. Robinson, IV, District 4
Commissioner Gene M. Valentino, District 2
Commissioner Marie K. Young, District 3
Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and 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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., September 15, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, Joy D. Blackmon, Public Works Department Director, Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, and Sonya Daniel, Public Information Manager, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. County Administrator Oliver, Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, Amy Lovoy, Director, Management and Budget Services Department, Sonya Daniel, Public Information Manager, and Joy D. Blackmon, Public Works Department Director, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson, Commissioner Robertson, and Commissioner White each reviewed his add-on item(s), with comments from R. Todd Harris regarding Commissioner Robertson's add-on item.

NAME

DEPARTMENT/AGENCY

1	Wes Moreno	P/W
2	Claudia Simmons	Purch
3	DAVID MUSELWHITE	IT
4	John Sims	ECFR
5	Daniel Spillman	ECFR
6	John Dost	FEM
7	Ann Louvy	Budget
8	Ann Farrells	HR
9	Michael Watt	Risk
10	DD WOOD	FACILITY MGT
11	Terry BBA	UNION & ASSOCIATE
12	Felicia Knight Marlow	CFD-EXT
13	LARRY GOODWIN	P/W
14	Jay Blackburn	P/W
15	Benya Daniel	PIO
16	Kelly Cooke	PIO
17	Carrie Jaylen	Budg
18	Marilyn Wiley	DCA
19	Susan Nelms	Workforce Escarosa, Inc
20	Chris Westbrook	ECFT
21	Alex & Lisa Barber	
22	Sandra Slay	Env. Enforce.
23	Sandra Slay	Corrections
24	R. Todd Harris	McDonald Fleming
25	WILLIAM SYLVESTER	CARRIAGE HILL APTS
26	FERRY GOODWIN	CREEKSIDE OATS HOA
27	James H. Lee	Whitman & Whitman
28	Pat Johnson	DSM
29	Kinda Whitman	Whitman & Whitman
30	RANDY WICKERSON	NEPR

NAME

DEPARTMENT/AGENCY

1	ANDREW HOLMER	DEV. SVCS.
2	Eric Peterson	Comm & Envt. Dept
3	HORACE JONES	DEV. SVCS
4	LLOYD KERR	DSD
5	Allison Cain	DSD
6	Juan Lemos	DSB
7	Bob Betts	CHE / Mosquito Control
8	Susan Holt	CEO/SUM/PE/R
9	Deanne Simpson	Legal
10	Tamm Joche	BCC Dist. 5
11	Jessica Bradford	BCC D1
12	Betsy Angleton	BCC D4
13	Dian Kirschner	BCC D2
14	MIKE WEAVER	PS
15	Harry Newson	ACA
16	Sheryl Jewely	CRD
17	Ray Miller	VHB Miller Sellen
18	Jim Miller	VHB Miller Sellen
19	Chuck King	
20	Charles Gonzalez	GIS (Dev Svcs Dept)
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NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Lisa Bernau	Clerk + Comptroller
2	Patty Sheldon	Clerk + Comptroller Finance
3	Doris Harris	Clerk to the Board
4	RANDY OLIVER	COUNTY ADMIN.
5	Shirley Mafford	CAO
6	KEVIN W. WHITE	BCC
7	Wilson Robertson	BCC
8	Jane Valentine	BCC
9	Maree Young	BCC
10	Sam C. [unclear]	BCC
11	Alison Rogers	City Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 8, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 12:02 p.m.)

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

AGENDA NUMBER

1. Call To Order

Chairman White called the Committee of the Whole (C/W) to order at 9:04 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on September 3, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 5-September 9, 2011, Legal No. 1536258.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Introduction of Scott Luth, Senior Vice President, Economic Development, Pensacola Bay Area Chamber of Commerce

A. Discussion – The CW was introduced to Scott Luth, Senior Vice President of Economic Development for the Pensacola Bay Area Chamber of Commerce, and was advised by James "Jim" Hizer, President, Pensacola Bay Area Chamber of Commerce (Chamber), that:

- (1) A formal announcement concerning Project Everest will be made within the next month;
- (2) Project Sugar will be finalized within three to four weeks;
- (3) A new "Brand," with respect to the Chamber's economic development marketing efforts, will be unveiled in November 2011; and
- (4) The Chamber is still engaging in discussions with TEAM Santa Rosa regarding the establishment of a joint economic development strategic plan for Northwest Florida; and

B. Board Direction – None.

Speaker(s):

Scott Luth

4. State Road 292 Project Development and Environmental Study / Intersection Located at State Road 292 (Gulf Beach Highway) and State Road 295 (Navy Boulevard)

A. Discussion – The CW viewed a PowerPoint Presentation, which was also provided in hard copy, entitled, *SR 292 PD&E Study and Design*, presented by John Flora, Metric Engineering; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Panhandling/Solicitation Ordinance

A. Discussion – The C/W discussed the Panhandling/Solicitation Ordinance, and the C/W:

- (1) Was advised by County Attorney Rogers that a Public Hearing for consideration of amending the Panhandling Ordinance and adopting a new Roadway Safety Ordinance is scheduled for September 15, 2011;
- (2) Was advised by Commissioner Robertson that, at this time, he is not prepared to support an Ordinance which prohibits all solicitation on the roadway; and
- (3) Heard Commissioner Valentino suggest that bus stops be fashioned in such a way as to allow newspaper vendors to operate; and

B. Board Direction – None.

6. Door-to-Door Solicitors Ordinance

A. Discussion – The C/W discussed Door-to-Door Solicitors Ordinance, and the C/W:

- (1) Was advised by County Attorney Rogers that the City of Pensacola and Santa Rosa County both have an Ordinance which established a permitting scheme for door-to-door solicitation; furthermore, Escambia County had a Legislative Special Act passed in 1963 to provide for a door-to-door solicitation Ordinance, which needs to be addressed;
- (2) Was advised by Commissioner Robertson that he would like the Board to consider adopting an Ordinance which establishes strict permit requirements specifically for door-to-door solicitation within subdivisions;
- (3) Was advised by Commissioner White that before the Board considers adopting such an Ordinance, input from the business community and general public should be solicited;
- (4) Was advised by County Attorney Rogers that County resources would be necessary to administer permits and violations of this type of Ordinance would require enforcement from the local law enforcement agency; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(5) Was advised by Commissioner White that, at this time, there is no consensus to move forward with this issue; and

B. Board Direction – None.

7. Discussion Concerning the Fence Ordinance, Relative to Increasing the Current Six-Foot Height Limitation to an Eight-Foot Height Limitation Requirement

A. Discussion – The CW discussed the Fence Ordinance, relative to increasing the current six-foot height limitation to an eight-foot height limitation requirement, and the CW:

(1) Heard the request from Commissioner Valentino that the Board consider increasing the current six-foot fence height limitation to an eight-foot height limitation requirement;

(2) Was advised by T. Lloyd Kerr, Director, Development Services Department, that there is an administrative variance which allows up to 10%, or 6 inches, on a six-foot fence;

(3) Heard the request from Commissioner Robinson for a written opinion from Law Enforcement and the Office of Environmental Code Enforcement concerning this issue;

(4) Was advised by Commissioner Robertson that he would support amending the Fence Ordinance in order to allow an eight-foot height limitation for the perimeter of a subdivision, but not for individual lots; and

(5) Was advised by Commissioner White that there is no consensus to move forward with this issue; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Recreational Vehicles as Permanent Living Quarters

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *RV's as Residences*, presented by T. Lloyd Kerr, Director, Development Services Department, and the C/W:

(1) Heard the request from Mr. Kerr for Board direction concerning the following options regarding Recreational Vehicles (RVs):

- (a) No changes to LDC (*Land Development Code*)
- (b) Permit as permanent or temporary residences in districts allowing mobile homes
- (c) Conditional use for extended period (90, 120, or 180 days, etc.)
- (d) Send to the Planning Board

(2) Heard the request from Commissioner Robertson that the Board consider establishing a mechanism which would provide for a variance, through the Board of Adjustment, to permit RVs as permanent or temporary residences in mobile home-zoned districts; and

(3) Agreed to "send it to the Planning Board"; and

B. Board Direction – None.

9. Community Rating System

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by T. Lloyd Kerr, Director, Development Services Department, concerning the Community Rating System; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

10. Request by Escambia River Muzzle Loaders, Inc., to Convey Property to the Organization

A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Options/Alternatives Regarding Gun Range Used By ERML*, presented by County Administrator Oliver, and the CW:

- (1) Was advised by Commissioner Robinson that he is in favor of conveyance of the property (*currently leased by the County to Escambia River Muzzle Loaders [ERML]*), with the restrictive covenants (*as outlined in the PowerPoint Presentation*), contingent upon ERML providing additional buffering and the hours of operation remaining the same;
- (2) Was advised by Ed Kessler that, if the Board agrees to convey the property, the residents on Rocky Branch Road requests that ERML be required to complete the safety and noise improvements previously agreed upon, within an established timeline, and maintain the existing rules and conditions (i.e. the days and hours of operations);
- (3) Heard County Administrator Oliver suggest that a two-year reverter clause be included with the conveyance of the property;
- (4) Was advised by Mike Roberts that, for monetary reasons, ERML is unable to adhere to the improvements requested by the DRC (*Development Review Committee*); and
- (5) Was advised by Commissioner White that, since this is his district, he requests that staff meet with the residents of Rocky Branch Road and ERML to mediate the issues either group may have concerning the conveyance of the property, and that an update be given to the Board at the November CW Workshop; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

11. Discussion Concerning Land Taxation Issues on Pensacola Beach

A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Santa Rosa Island Authority Taxation Issue*, and the CW:

- (1) Was advised by County Administrator Oliver that staff recommends that the Board adopt a policy to reimburse the Santa Rosa Island Authority (SRIA) for basic services, not to exceed property taxes collected on the land, upon receipt of the property taxes; and
- (2) Was advised by Commissioner Robinson that before making a decision concerning eliminating the Sheriff's special MSBU (*Municipal Services Benefit Unit*) for Pensacola Beach and making it part of the unincorporated MSTU (*Municipal Services Taxing Unit*), he would like a comparison of the residential and commercial costs associated with the current MSBU as opposed to an MSTU; and

B. Board Direction – None.

12. Adjourn

Chairman White declared the CW Workshop adjourned at 12:02 p.m.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1440 **Growth Management Report** Item #: 11. 1.

BCC Regular Meeting

Meeting Date: 10/06/2011
Issue: 5:45 p.m.-Public Hearing-Vested Rights Determination
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing Concerning the Review of the Vested Rights Case Heard by the Vested Rights Committee on September 7, 2011

That the Board review and uphold or overturn the recommendation of the Vested Rights Committee (VRC) for the following case:

Case No.: VRD-2011-01
Location: 7951 Pine Forest Rd.
Property Reference No.: 02-4N-33-2101-000-000
Zoning District: VAG-1
Vested Rights for: Pine Forest Acres Subdivision
Applicant: Mervin and Marsha Gibson

BACKGROUND:

Mr. and Mrs. Gibson purchased the subject property in 1992 with the intent of subdividing the portion fronting Pine Forest and Hubbard Roads into 6 lots. At that time, the Gibsons met with Escambia County Planning and Zoning (P&Z) staff to determine subdivision requirements. They were informed that a single split was allowed but additional splits would require subdivision review. Based on this advice, the Gibsons sold the northeast 9.5 acres as the first split and applied for subdivision review on the remaining 29 acres.

The proposed subdivision plan was submitted to P&Z for review and was found in compliance with the requirements at that time. While concerns about storm water requirements delayed the approval process, it was approved at the Department level on June 3, 1993 and signed by the then Department Director.

The next step for the proposed subdivision should have been submitted for final plat approval with the Board of County Commissioners (BCC). The Gibsons have indicated to staff that they were unaware of this next step and believed that they had completed the subdivision process. Based on this assumption, they sold one of the proposed lots in November of 1993. That lot has changed hands two more times but has never been developed.

In 2005 the Gibsons sold the southeast 8.8 acres as a lot in the subdivision they thought had been approved. While that property did not meet the minimum zoning acreage, the owner was

allowed to obtain permits as this was the first split of a Lot of Record (the other splits were done prior to the 1996 Lot of Record date). The owner of this property informed the Gibsons that the subdivision was not complete and that they should contact P&Z staff.

The Gibsons met with P&Z staff in 2008 and found out the subdivision had not been approved and that the designed lots did not meet the current minimum zoning acreage.

Seeking a remedy for this problem, the Gibsons hired an agent to apply for a Vested Rights finding. The agent met with P&Z staff at that time but did not submit the case for processing.

By March of 2011 the Gibsons discovered that the case had not been submitted and have decided to pursue the Vested Rights finding on their own.

On August 11, 2011 the Gibsons applied for a Vested Rights Determination for Pine Forest Acres Subdivision.

On September 7, 2011 the Vested Rights Committee met and based on evidence and testimony, voted 2-1 to recommend approval of vested rights in this case.

Attachments

VRD 2011-01

VESTED RIGHTS COMMITTEE RECOMMENDATION

Case No.:	VRD-2011-01
Location:	7951 Pine Forest Rd.
Parcel No.:	02-4N-33-2101-000-000
Zoning district:	VAG-1
Vested Rights for:	Pine Forest Acres Subdivision
Applicant:	Mervin and Marsha Gibson

Background

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By March of 2011 the Gibsons discovered that the case had not been submitted and have decided to pursue the Vested Rights finding on their own.

On August 11, 2011 the Gibsons applied for a Vested Rights Determination for Pine Forest Acres Subdivision.

Staff site inspection findings (08/22/2011):

- 1) The 8.8 acre parcel at the corner of Hubbard and Pine Forest is the only developed portion of the proposed subdivision
- 2) Hubbard Rd is an unpaved 50 foot Right of Way along the entire southern boundary of the site
- 3) The northern portion is bisected by a cleared pipeline easement.

CRITERIA FOR VESTED RIGHTS DETERMINATION

A: An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 at the time of vesting.

FINDING OF FACT

The proposed subdivision was found to meet concurrency at the time it was originally proposed and reviewed by county staff.

And, in addition, one of the following criteria has been met:

Criterion 1:

The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

Finding of Fact:

No development order was issued for this proposed subdivision.

Criterion 2:

The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

Finding of Fact:

The Gibsons have made a good faith effort to follow county regulations concerning their proposed subdivision. The plat as designed met the pre-zoning requirements in 1993 and they made all necessary utilities improvements.

Current county staff has been unable to discover why the subdivision was not sent to the BCC for approval. The file on record contains all of the documentation normally found for a subdivision with the exception of a recommendation to the BCC for approval or denial.

The subsequent splits and sales of the property were done by the Gibsons in the belief that they had an approved subdivision. The 3 properties sold are all legal lots based on Lot of Record requirements but none of the other proposed lots would be legal without vesting of the subdivision.

CONCLUSION:

Staff review of this case has shown that the Gibsons have acted in good faith in their attempt to subdivide. Even though the plat had not been finalized, none of the actions taken by the Gibsons resulted in illegal lots and when they have taken all of the steps available to remedy this situation. While it could be argued that they should have been more vigilant in the original process, they relied on county staff and their agent for the final approval step that was not taken.

RECOMMENDATION:

The Vested Rights Committee, by a vote of 2-1, found that the Applicants met all required criteria and recommended granting of vested rights in this case.

VESTED RIGHTS DETERMINATION
Staff Analysis - by Andrew Holmer

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Location:	7951 Pine Forest Rd.
Parcel No.:	02-4N-33-2101-000-000
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CONCLUSION:

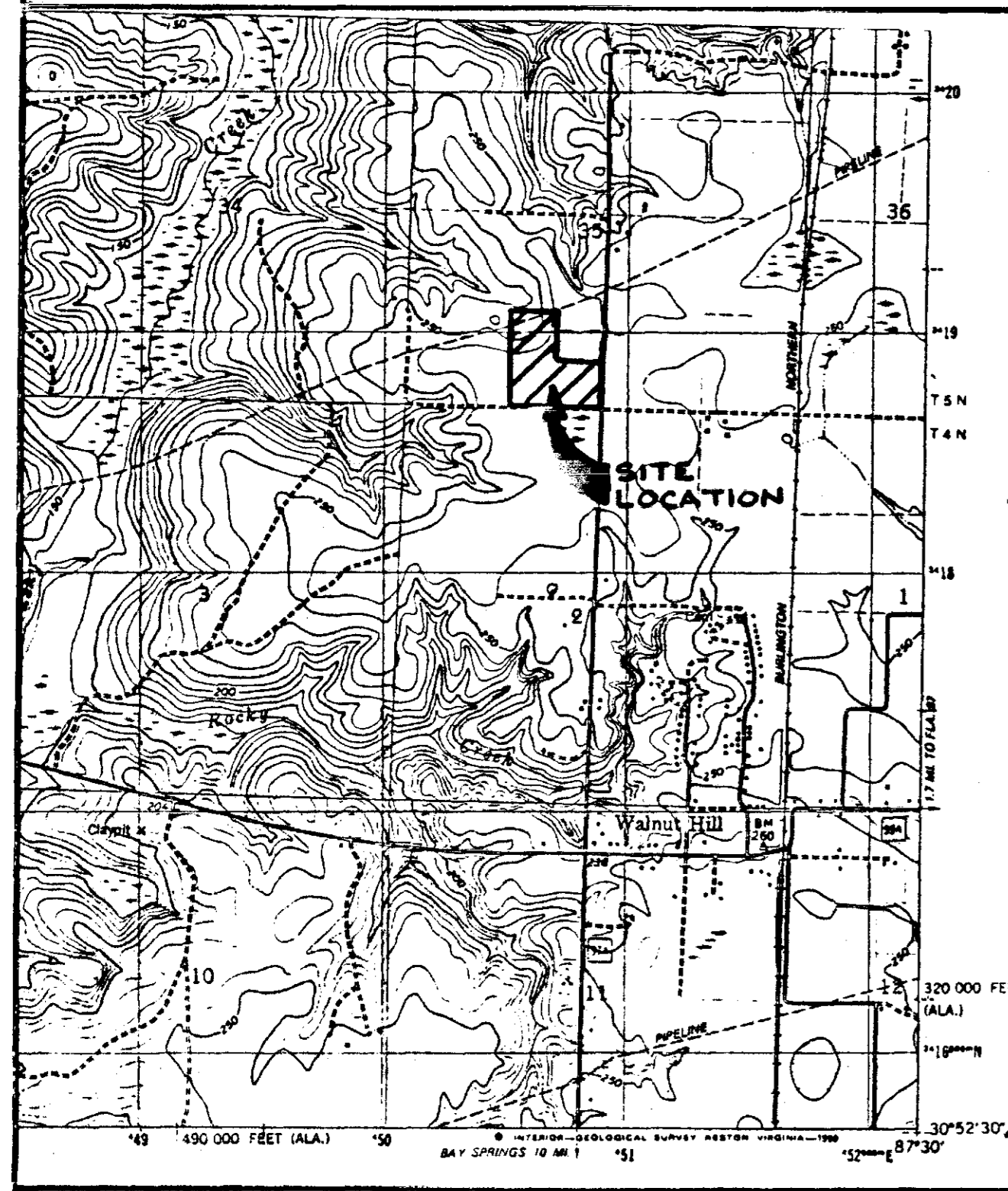
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RECOMMENDATION:

Staff recommends approval of Vested Rights for Pine Forest Acres Subdivision.

PINE FOREST ACRES

NE 1/4 OF SW 1/4
SECTION 35
TOWNSHIP 5 NORTH
RANGE 33 WEST



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION (As Surveyed)

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 5 North, Range 33 West, Escambia County, Florida lying west of Pine Forest Road and north of Hubbard Road. Less and except the following parcel:

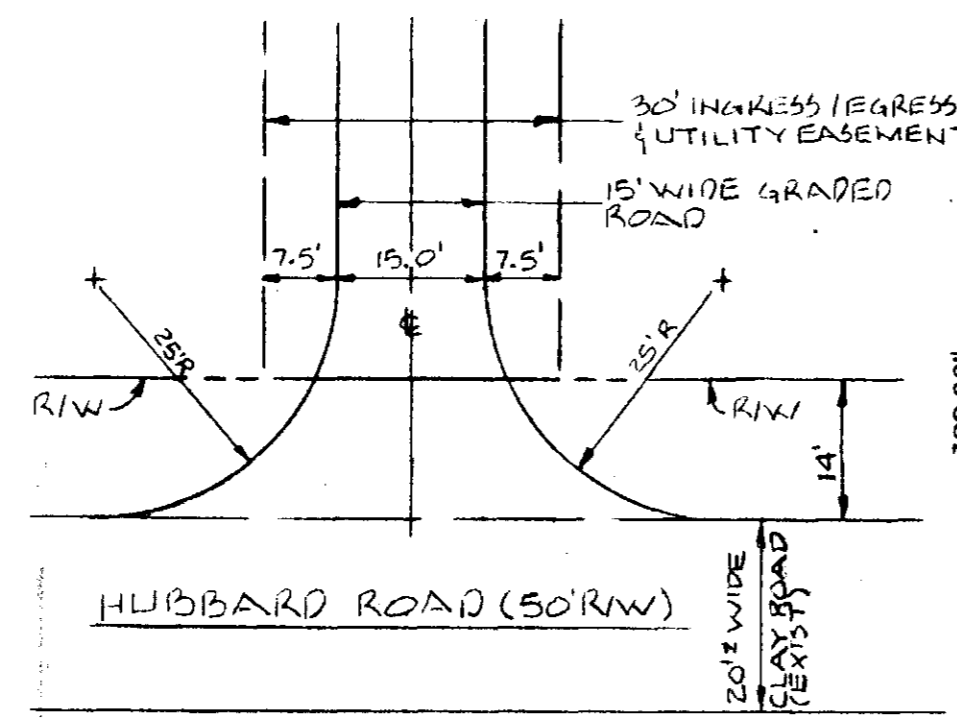
Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 5 North, Range 33 West; thence N 0° E (Reference Bearing) along the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 35 a distance of 1325.51 feet; thence departing said 1/4 - 1/4 section line, run N 89°58'27" W 18.7 feet to a point on the West right-of-way line of Pine Forest Road (50' R/W); said point also being the POINT OF BEGINNING; thence continue N 89°58'27" W along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 35 a distance of 629.44 feet; thence departing said North 1/4 - 1/4 section line, run S 00°11'45" E 661.26 feet; thence S 89°50'30" E 627.18 feet to a point on the aforesaid West right-of-way line of Pine Forest Road; thence N 0° E along said West right-of-way line 662.70 feet to the POINT OF BEGINNING.

Also subject to 15 feet of a 30 foot easement for ingress/egress and utilities running along the West 996.67 feet of the West line of said SE 1/4 of SW 1/4.

SURVEYORS NOTES

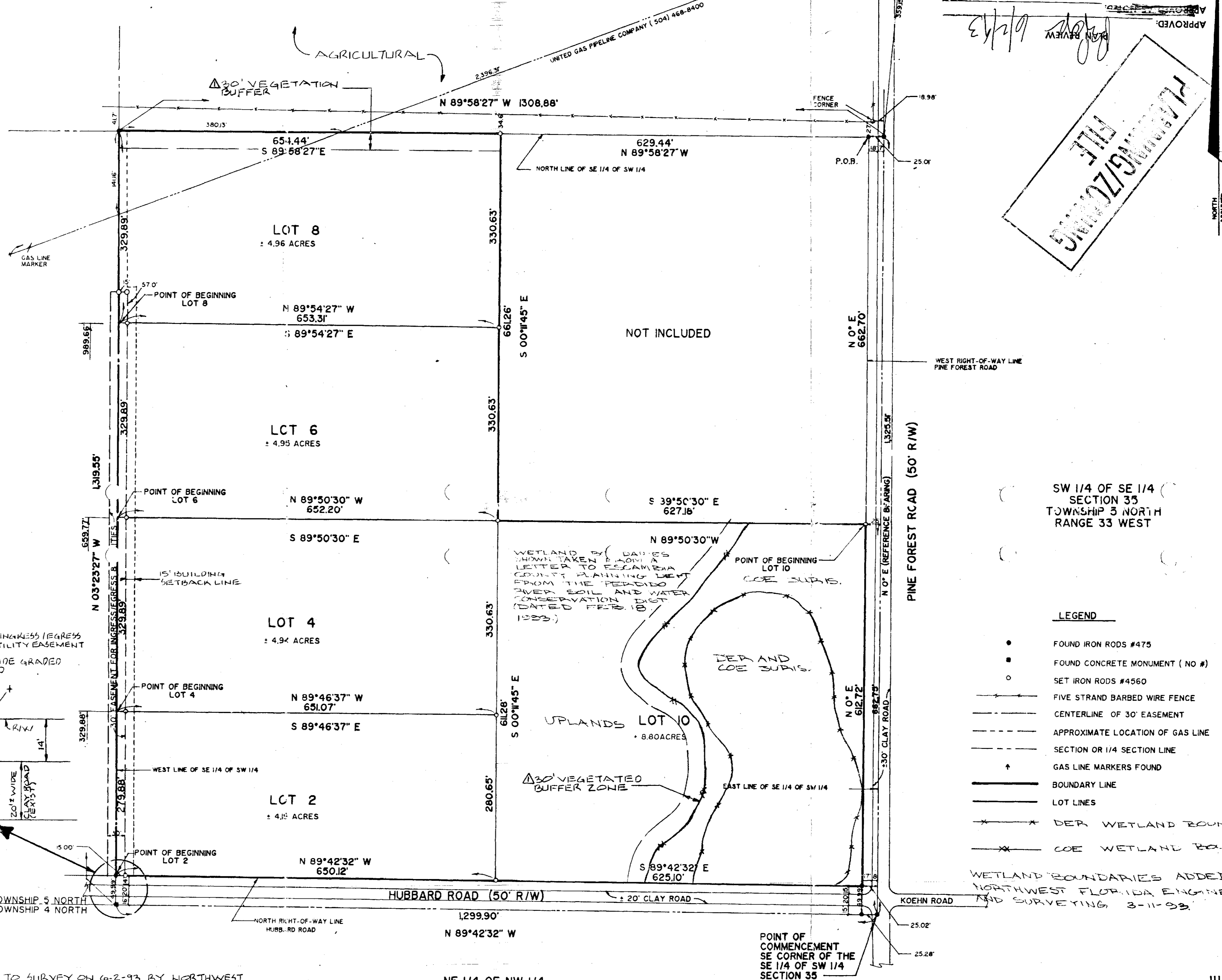
- Sectional breakdown and boundary survey by C. H. Overman C.E. and Associates, Inc. 2/27/92.
- Bearings based upon East line of the Southeast 1/4 of Southwest 1/4 Section 35, Township 5 North, Range 33 West (Assumed N 0° E).
- United Gas Pipeline Company Easement alignment was based upon two markers found and field located. The easement width is 50' with an 8" steel gas pipeline.
- Underground encroachments, if any, were not located.
- There may be additional restrictions not shown on this drawing that may be found in the Public Records of Escambia County, Florida.

SW 1/4 OF SW 1/4
SECTION 35
TOWNSHIP 5 NORTH
RANGE 33 WEST



ENGINEER'S NOTES

- Δ: DENOTES ADDITIONS TO SURVEY ON 6-2-93 BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING. NORTHWEST FLORIDA ENGINEERING MAKES NO WARRANTY AS TO THE ACCURACY OF THE SURVEY INFORMATION CONTAINED ON THIS DRAWING.
- ADDITIONS MADE BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING TO THIS SURVEY ARE FOR THE SOLE PURPOSE OF MEETING THE REQUIREMENTS OF THE ESCAMBIA COUNTY ENGINEERING AND PLANNING AND ZONING DEPARTMENTS.
- THE PROPERTY I.D. NO. FOR SUBJECT PROPERTY IS 35-54-33-3301-000-000.
- BUILDING SETBACK REQUIREMENTS: FRONT = 15' (MIN.) REAR = 3' (MIN.) SIDE = 3' (MIN.)



NE 1/4 OF NW 1/4
SECTION 2
TOWNSHIP 4 NORTH
RANGE 33 WEST

This document has been reviewed in accordance with the requirements of applicable Florida Statutes and the requirements of the Florida Board of Professional Engineers and Surveyors. A land use plan or other document must be obtained from the Planning & Zoning Department prior to the commencement of construction.

APPROVED: *Thomas W. Myers*
PLANNING/ZONING FILE
6/13/93

LEGEND	
●	FOUND IRON RODS #475
○	FOUND CONCRETE MONUMENT (NO #)
○	SET IRON RODS #4560
—	FIVE STRAND BARBED WIRE FENCE
---	CENTERLINE OF 30' EASEMENT
- - -	APPROXIMATE LOCATION OF GAS LINE
—	SECTION OR 1/4 SECTION LINE
↑	GAS LINE MARKERS FOUND
—	BOUNDARY LINE
—	LOT LINES
—	DEP WETLAND BOUNDARY
—	COE WETLAND BOUNDARY

WETLAND BOUNDARIES ADDED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, 3-11-93

JUN 02 1993

<p>THOMAS W. MYERS ROUTE 1 BOX 90 DOLPHIN COVE ESTATES FREEPORT, FLORIDA 32439</p>		
<p>DESCRIPTION SEE LEGAL ABOVE</p>	<p>ESCAMBIA COUNTY, FLORIDA PLAT BOOK N/A PAGE N/A SEC. 35 TWP. 5 N. RGE. 33 W. NORTH REFERENCED TO ASSUMED EAST LINE DATE OF FIELD SURVEY 12 DECEMBER 1992 SURVEY FOR MERVIN GIBSON</p>	<p>I HEREBY CERTIFY THE SURVEY HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.067 OF THE FLORIDA STATUTES.</p> <p><i>Thomas W. Myers</i> THOMAS W. MYERS P.L.S. # 4560</p> <p>DATE: 20 DECEMBER 1992 TYPE OF SURVEY: BOUNDARY</p>
<p>NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL</p>		<p>REVISED 1/15/93; REWROTE LEGAL</p>

ESCAMBIA COUNTY DEVELOPMENT PLAN AUTHORIZATION ROUTE SHEET

Date of DRC Meeting 3/17/93	Application/Id. Number 5 0 9 3 0 0 0 3
Section, Township, Range and Parcel	35 - 5N - 33 - 3301 - 000 - 000
(Project Name) PINE FOREST ACRES	(Project Address) 7951 PINE FOREST ROAD
(Proposed Use) SINGLE FAMILY RESIDENTIAL	
(Square Feet - Under Roof) _____ (Number of Lots) 5	(Future Land Use) AG (Zoning) COMP
(Agent / Owner) MERVIN R. GIBSON	(Mailing Address) 7951 PINE FOREST ROAD

APPLICANT SHOULD DO THE FOLLOWING: Pay outstanding review fees, at the Planning Department, prior to obtaining the signatures for Site Plan Review and Concurrency Determination (as appropriate). Comply with any conditions listed on reverse (any items circled below). Any other fees due, after receiving signatures for a Site Plan or Concurrency Review and prior to permitting, are listed on the reverse side of this sheet. You are responsible for not losing this form - only an original form can be used to obtain signatures.

REVIEW FEES DUE AT THIS TIME	Any number 1 through 9 is a fee corresponding to the Site Plan Review section listed in 1 through 9 below.
No. For	\$ Amount Code No. Receipt/Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	Other _____

RECOMMENDED APPROVAL FOR DEVELOPMENT ORDERS

<p>SITE PLAN REVIEW _____ mo. day yr.</p> <p>ENVIRONMENTAL HEALTH APPLICATION APPROVAL</p> <p>1. <u>SEE #1 UNDER CONCURRENT DETERMINATION</u> Water: Public/Private</p> <p>2. <u>DOES NOT APPLY DETERMINATION</u> <u>SEWER</u> Public/Private</p> <p>ENGINEERING SERVICES</p> <p>3. <u>See Road 2, 93</u> - Stormwater</p> <p>4. <u>STATEMENT</u> - Traffic Analysis</p> <p>5. <u>D. Moody 6-2-93</u> - Access Management</p> <p>6. <u>NOT SUBMITTED FOR SUBDIVISION REGULATION REVIEW</u> - Subdivision Regulations</p> <p>PLANNING DIVISION</p> <p>7. <u>W. R. P. 6-2-93</u> - Comprehensive Plan</p> <p>8. <u>W. R. P. 6-2-93</u> - Site Plan</p> <p>BUILDING INSPECTIONS</p> <p>9. <u>TO BE HANDLED THROUGH THE BLDG CONSTRUCTION APPROVAL & PERMITTING PROCESS</u> Tree Removal</p>	<p>CONCURRENCY DETERMINATION (TYPE <u>INTERIM</u>)</p> <p>Signature <u>Valerie C. Jones</u> Date <u>6.2.93</u></p> <p>1. WATER PRELIM.* <u>INTERIM 3/5/93</u> FINAL <u>LTR. WALNUT HILL WATER WORKS</u></p> <p>2. SEWER PRELIM.* <u>INTERIM</u> FINAL <u>COMPLIANCE WITH OBTAINING PERMIT ON A HOUSE BY HOUSE BASIS IS REQUIRED</u></p> <p>3. STORM WATER PRELIM.* <u>INTERIM</u> FINAL <u>See Jun 2, 93</u></p> <p>4. TRAFFIC PRELIM.* <u>INTERIM 3/2/93</u> FINAL <u>APPVD. BY GREG RAVENSCROFT</u></p> <p>5. PARKS PRELIM.* <u>INTERIM 3/22/93</u> FINAL <u>B. Grantham</u></p> <p>6. MASS-TRANSIT PRELIM.* <u>INTERIM 3/22/93</u> FINAL <u>NOT IN SERVICE AREA</u></p> <p>7. SOLID WASTE PRELIM.* <u>INTERIM 3/22/93</u> FINAL <u>B. Grantham</u></p> <p>* Defined in County Ordinance 91-8 as Conditional</p> <p><input checked="" type="checkbox"/> CERTIFICATE OF CONCURRENCY Expires On <u>6/2/94</u></p> <p>Engineering Division <u>[Signature]</u> Date <u>6/2/93</u></p> <p>Planning Division <u>[Signature]</u> Date <u>6/2/93</u></p>
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<p>BUILDING INSPECTIONS Reviewed and consistent with the Site Plan approved by the Department of Growth Management Services.</p> <p>Date _____ Signature <u>THE SIGNATURE FROM BLDG. DOES NOT APPLY</u></p> <p>DEPARTMENT OF GROWTH MANAGEMENT SERVICES Date _____ Signature <u>[Signature]</u></p>	<p>REVISION - Compiled By _____ Date _____</p> <p>CERTIFICATE OF CONCURRENCY Expires On _____</p> <p>Authorized By/Date _____ Conditions _____</p>
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CONDITIONS

CONDITIONS RELATED TO SITE PLAN REVIEW (any number 1 through 9 corresponds to 1 through 9 on the reverse)		CONDITIONS RELATED TO CONCURRENCY (any number 1 through 7 corresponds to 1 through 7 on the reverse)	
Line No.	Condition (list each separately)	Line No.	Condition (list each separately)
	Complied		Complied
	Indicate Method		Indicate Method
3	DRAINAGE IMPACT FEES OF \$8.50 PER HOUSE AT TIME PERMIT IS ISSUED FOR EACH HOUSE.	3	A stormwater management plan must be approved by the County Engineer prior to the expiration of an Interim Cert. of Concurrency.
		3	A County approved stormwater management facility must be provided no later than the impact of development.
			2. SEPTIC TANK APPROVAL AND PURCHASE OF PERMIT REQUIRED TO BE ISSUED FOR EACH HOUSE.

SITE - IMPACT FEES, INSPECTION FEES, PERMITS AND OTHER CHARGES

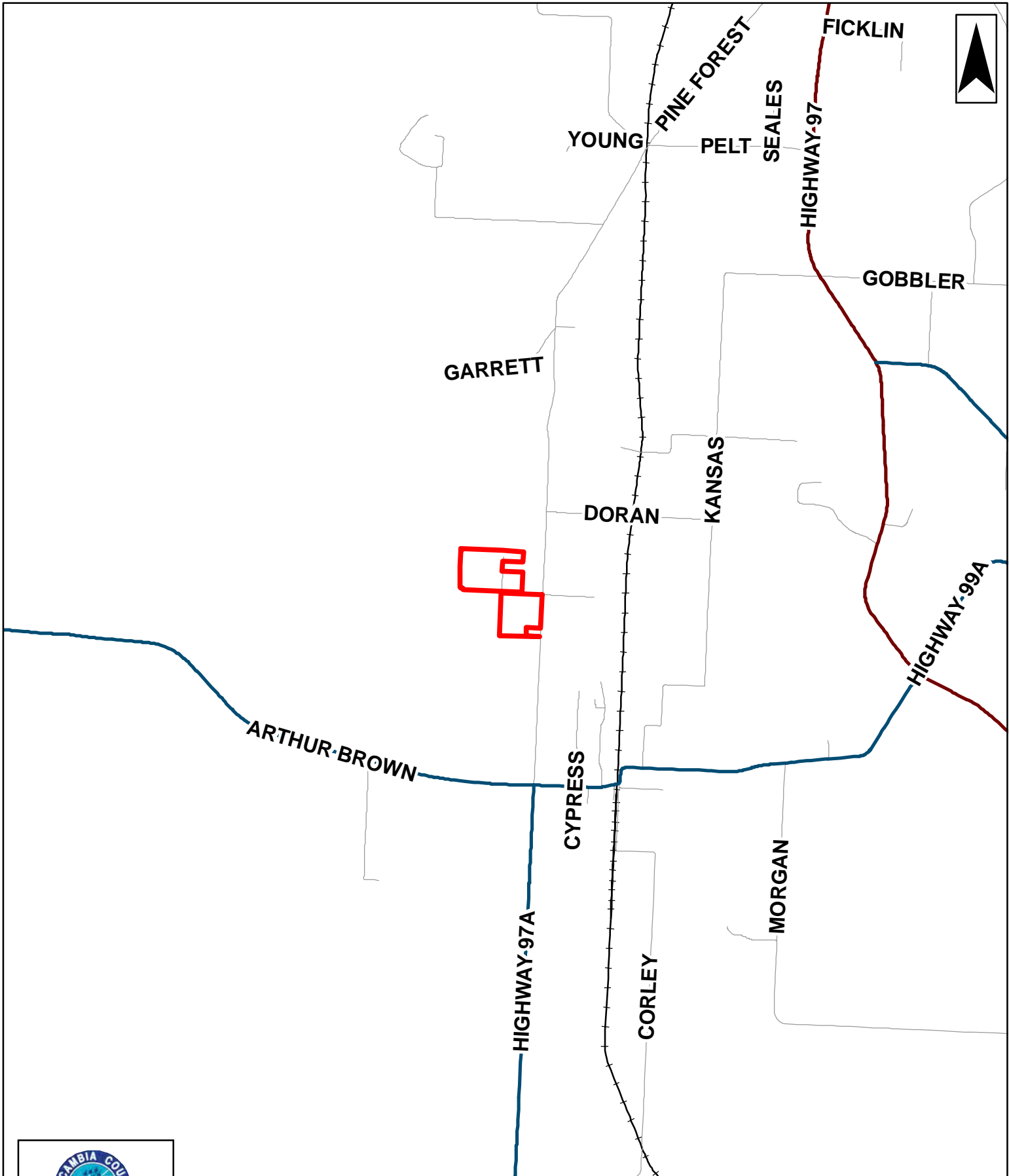
Department	Purpose	Amount Due	Index Code	Receipt No.	Initials & Date

ZONING CHANGES, FUTURE LAND USE RECLASSIFICATION, SPECIAL EXCEPTIONS, VARIANCES, ETC.
 (_____ Affirmed in Plan Submission Form / _____ None identified)

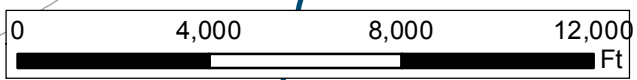
Department	File Id. Number	Request	Disposition, Body, Date:		B.C.C.	Other
			Planning Bd.	Other		

Certificate of Occupancy Issued on _____


Notes _____



VRD-2011-01 LOCATION MAP



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



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

Andrew Holmer
Planning and Zoning Dept.



VAG-1

VAG-1

VAG-1

VAG-1

VAG-1

PINE FOREST RD

KOEHN RD

M AND M LN
(PRIVATE RD)

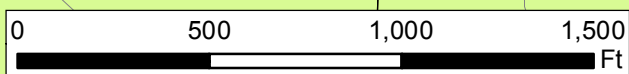
HUBBARD RD



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Andrew Holmer
Planning and Zoning Dept.

VRD-2011-01 500' RADIUS ZONING



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



AG

AG

AG

AG

HUBBARD RD

M AND M LN
(PRIVATE RD)

PINE FOREST RD

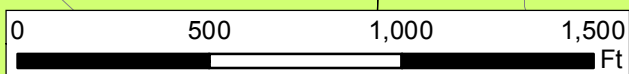
KOEHN RD



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Andrew Holmer
Planning and Zoning Dept.

VRD-2011-01 FUTURE LAND USE



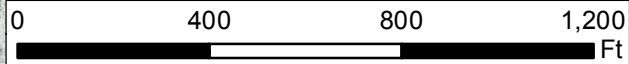
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS








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

Andrew Holmer
Planning and Zoning Dept.

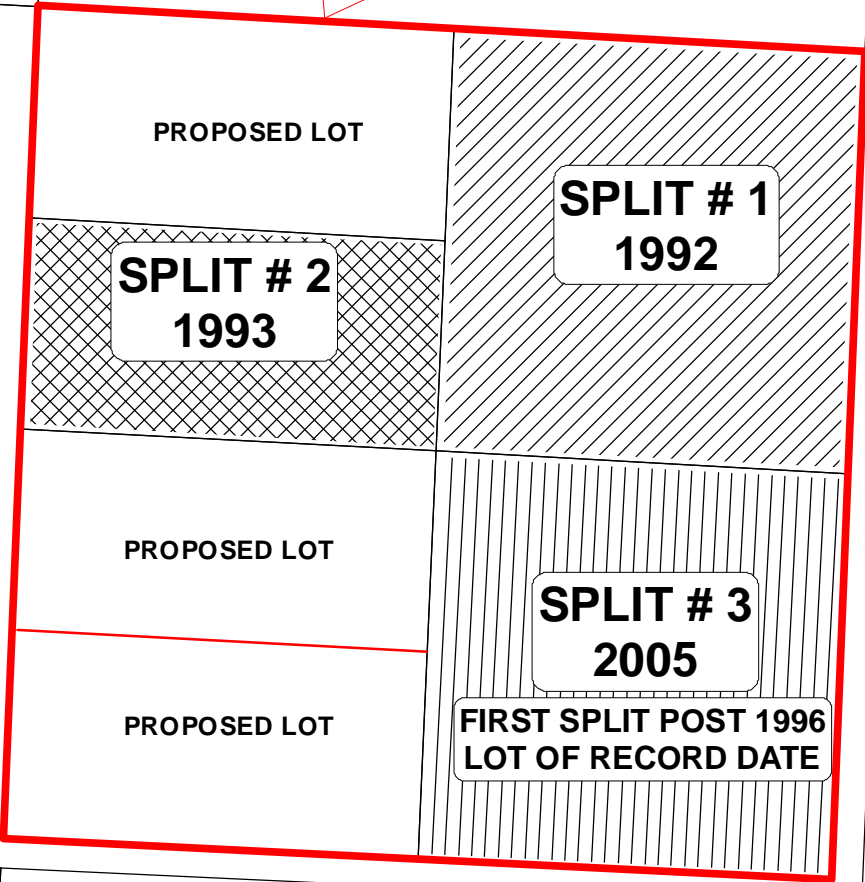
VRD-2011-01 AERIAL MAP



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



1992 PURCHASE



PINE FOREST RD

HUBBARD RD

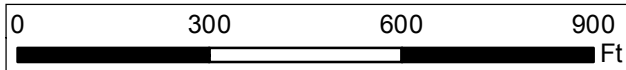
KOEHN RD



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

Andrew Holmer
Planning and Zoning Dept.

VRD-2011-01 PROPERTY SPLITS



PARCELS

7951 Pine Forest Road
Walnut Hill, FL. 32568
August 9, 2011

Escambia County Planning and Zoning

RE: Property # 35-5N-33-3301-000-000

Dear Review Board:

We are writing this letter in regard to the property stated above. We purchased this 40 acre parcel in 1992. We decided to break it up in lots and sell some of them to help offset the cost for the property. We went to planning and zoning to inquire about what the requirements would be to be able to do this. They told us that we would have to go through the requirements for a sub-division. They told us that we could sell one parcel off of the 40 acres that would not be included in the sub-division.

So we sold the Northeast corner of the property. Then we started meeting with Buddy Page at planning and zoning so we could begin to work at fulfilling the requirements. We hired a surveyor to divide the property into lots. After we had the survey done, the plat, legal descriptions for each of the lots, we went back to planning and zoning.

At that time, storm water run off was something that was new. They told us that the owner was suppose to construct holding ponds on each of the lots. So we hired a civil engineer, (Northwest Florida Engineers, Steve Furman) to do the work. We had to have a topo done. Planning and Zoning rejected the civil engineer's topo because it was an ariel and they said it needed to be a ground topo. At that time, Buddy Page told us if we had the time, just to back off and wait on Tallahassee, that they were still discussing the storm water requirements. After a few months, Buddy called us and said he had good news, Tallahassee had threw out the storm water requirement for rural residence. We also had to have city water run into the property, power access and a wet land determination.

After complying with all the requirements and at much to our expense, Buddy finally put his signature of approval on the plat.

At this time, we thought we were good to go. We sold lot 6 to Mr. Monks. No one has ever built on it. It has changed owners 3 times.

We told Mr. Monks to take the legal description of the lot and have it recorded. He did. We thought this was the way it was supposed to work, that when we sold a lot, the landowner would be responsible for having their lot recorded.

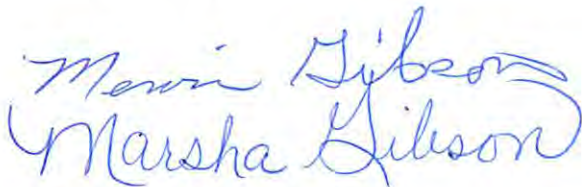
In 2005, we sold Lot 10. In 2006, the land owner, Perry Schneider, wanted to build a house. After he had went to planning and zoning and obtained his permits, he indicated to us that something wasn't quite right down at planning and zoning with our land. We investigated and found out that WE were supposed to have had the plat recorded after planning and zoning approved it. Now, the land zoning has changed since we did all of this and our land falls under agricultural zoning. One dwelling per 20 acres.

In 2008, we went and met with members of staff at planning and zoning. After we talked with them, we decided that maybe we needed someone to represent us. So, we hired Buddy Page. We gave him our paper work and a down payment. During the 2 ½ years after that, we continually contacted him to ask how it was going, but he could never seem to get anything accomplished with it. We knew Buddy was getting on up in age, (and so are we) so, we finally in March 2011, we told him that we were going to go ahead and try to handle it ourselves. He gave our papers back and refunded our down payment.

We appreciate your time and consideration of this matter. We ask you to please consider what all we've been through with this piece of property, our expense and just our ignorance to completely understand what was required of us, as far as recording the plat at the time of approval.

We would greatly appreciate your approval to solve this matter in a way that would prevent us any future problems with selling the lots. Thank You.

Respectfully Yours,

Handwritten signatures of Mervin and Marsha Gibson in blue ink. The signature for Mervin is on top and Marsha's is below it, both written in a cursive style.

Mervin and Marsha Gibson

Taking in consideration that most of our expenses were in 1992 and 1993, we cannot obtain evidence. But we have the paperwork that was done for what we paid for.

**VESTED RIGHTS DETERMINATION
APPLICATION**

Applicant: Mervin + Marsha Gibson
Address: 7951 Pine Forest Road Telephone: 850-327-4584 (572-5934) ^{cell}
Project Name: Pine Forest Acres Project Location: Pine Forest + Hubbard Road
Property Reference No.: Section 35 Township 5N Range 33 Parcel 3301
Zoning District: _____ Type of Vested Right: _____
Action of County: _____ Date Occurred: _____
Attach Evidence of Ownership or Power of Attorney.

NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

By my signature on the attached affidavit, I hereby certify that:

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

Reason, if returned to applicant:

Mervin Gibson Marsha Gibson

Date Posted _____ Date Published _____ Fee Received _____ Date to VRC _____
Karen S. Spitsbergen Karen Spitsbergen Aug. 11, 11
Signature of Notary Public Printed Name of Notary Date

Date Commission Expires _____ Commission No. (notary seal or stamp required) _____



VESTED RIGHTS DETERMINATION

CRITERIA

Section 2.11.06 provides:

An Owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 and in addition one of the following criteria has been met:

1. The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

2. The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

CONDITION OF APPROVAL

TO WHOM IT MAY CONCERN:

By my signature below, I declare and acknowledge that I understand and willingly agree to the following condition regarding an affirmative Vested Rights Determination regarding my property, which is an unrecorded subdivision known as: Pine Forest Acres.

A condition of approval of a vested right determination involving an unrecorded subdivision is the recording of an original deed to individual lot owners in the public records of Escambia County, Florida, prior to the issuance of a permit or other development approval.

Mervin Gibson
Marsha Gibson
Owner's signature

August 11, 2011
Date

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledge before me this 11th day of August, year of 2011 by Mervin Gibson
Marsha Gibson, who () did did not take an oath.

He/she is () personally known to me, produced a current Florida drivers license, and/or () produced current FLDL G125 556 44 3760 - Mervin Gibson
FLDL G125 557 52 8750 - Marsha Gibson as identification

Karen S Spitsbergen
Signature of Notary Public

Karen S Spitsbergen Aug 11, 11
Printed Name of Notary Date

Date Commission Expires

Commission No. (notary seal or stamp required)



VESTED RIGHTS APPLICATION

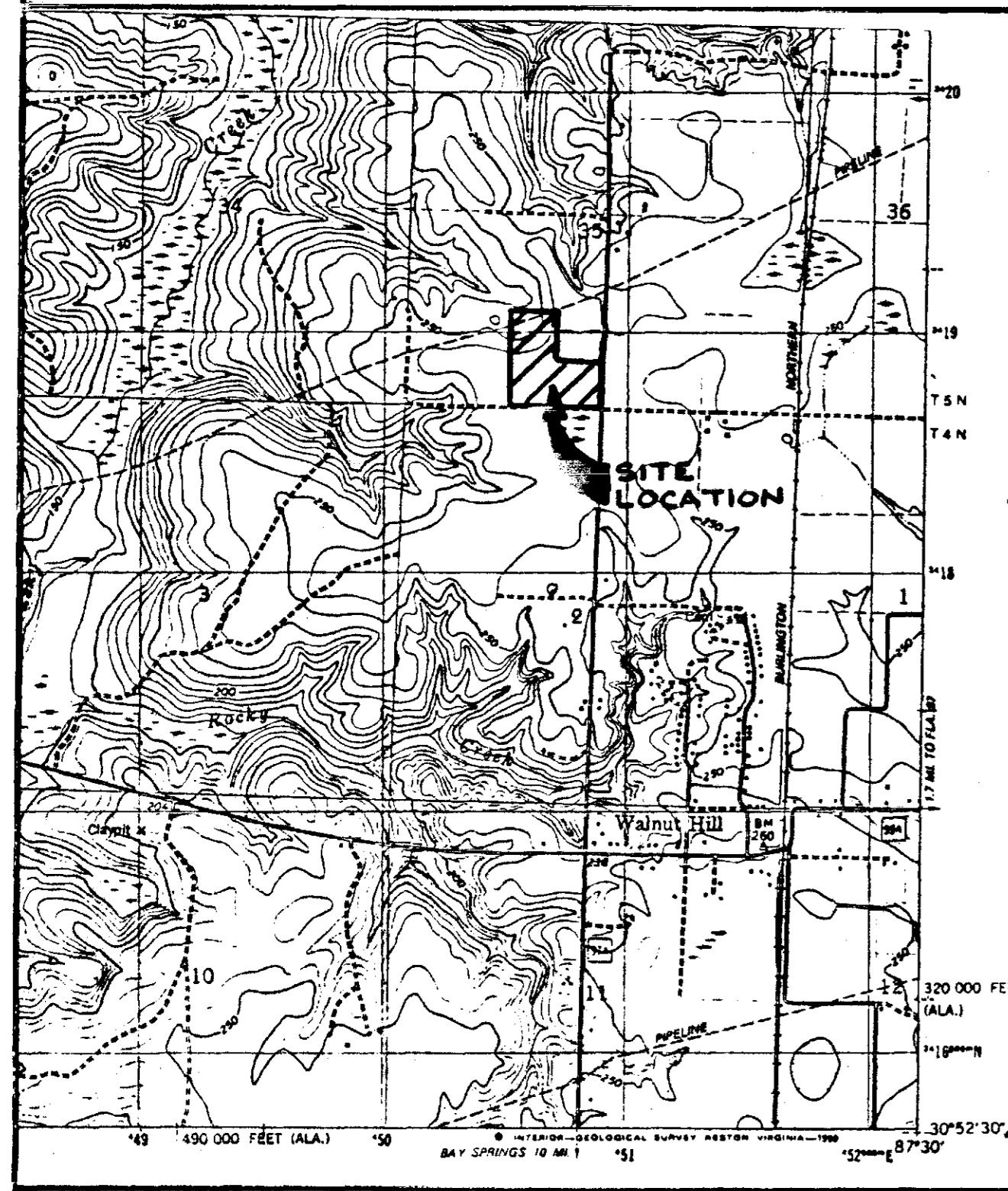
CHECK LIST - The following items must be submitted with the application:

1. Completed application; both pages of the application must be completely filled out and notarized.
2. Copy of Deed(s)
3. Copies of both the Survey and the Plat which include a vicinity map with directions
4. Documentation of prior governmental approval
5. Letter explaining how the project has continued in good faith, which includes a list of expenses for installing infrastructure.
6. Copy of citation form Code Enforcement Department (If applicable)
7. One CD in PDF format to include items 1 through 6 above. (Including any additional evidence submitted).
8. Vested Rights Determination fee \$800.00.

NOTE: Staff makes every attempt to bring a vested rights case to completion as expeditiously as possible. However, due to legal requirements, it may not be possible to "fast track" a vested rights determination. The process can take up to 30 days or more. Deadlines, time frames, and legal requirements apply to every aspect of a vested rights case, including the posting of signs and the advertising of the committee meeting and the BCC hearing, notifying affected property owners, staff analysis of the case, compiling the Vested Rights Committee report and the BCC recommendation, and assembling the agenda. Staff appreciates your understanding and cooperation.

PINE FOREST ACRES

NE 1/4 OF SW 1/4
SECTION 35
TOWNSHIP 5 NORTH
RANGE 33 WEST



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION (As Surveyed)

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 5 North, Range 33 West, Escambia County, Florida lying west of Pine Forest Road and north of Hubbard Road. Less and except the following parcel:

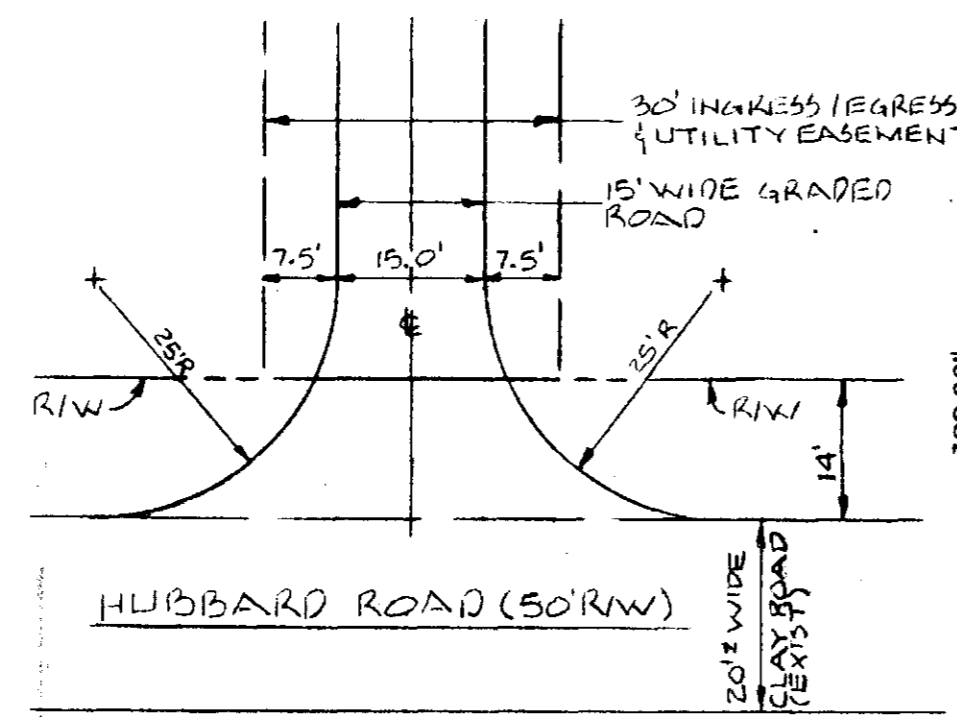
Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 5 North, Range 33 West; thence N 0° E (Reference Bearing) along the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 35 a distance of 1325.51 feet; thence departing said 1/4 - 1/4 section line, run N 89°58'27" W 18.7 feet to a point on the West right-of-way line of Pine Forest Road (50' R/W); said point also being the POINT OF BEGINNING; thence continue N 89°58'27" W along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 35 a distance of 629.44 feet; thence departing said North 1/4 - 1/4 section line, run S 00°11'45" E 661.26 feet; thence S 89°50'30" E 627.18 feet to a point on the aforesaid West right-of-way line of Pine Forest Road; thence N 0° E along said West right-of-way line 662.70 feet to the POINT OF BEGINNING.

Also subject to 15 feet of a 30 foot easement for ingress/egress and utilities running along the West 996.67 feet of the West line of said SE 1/4 of SW 1/4.

SURVEYORS NOTES

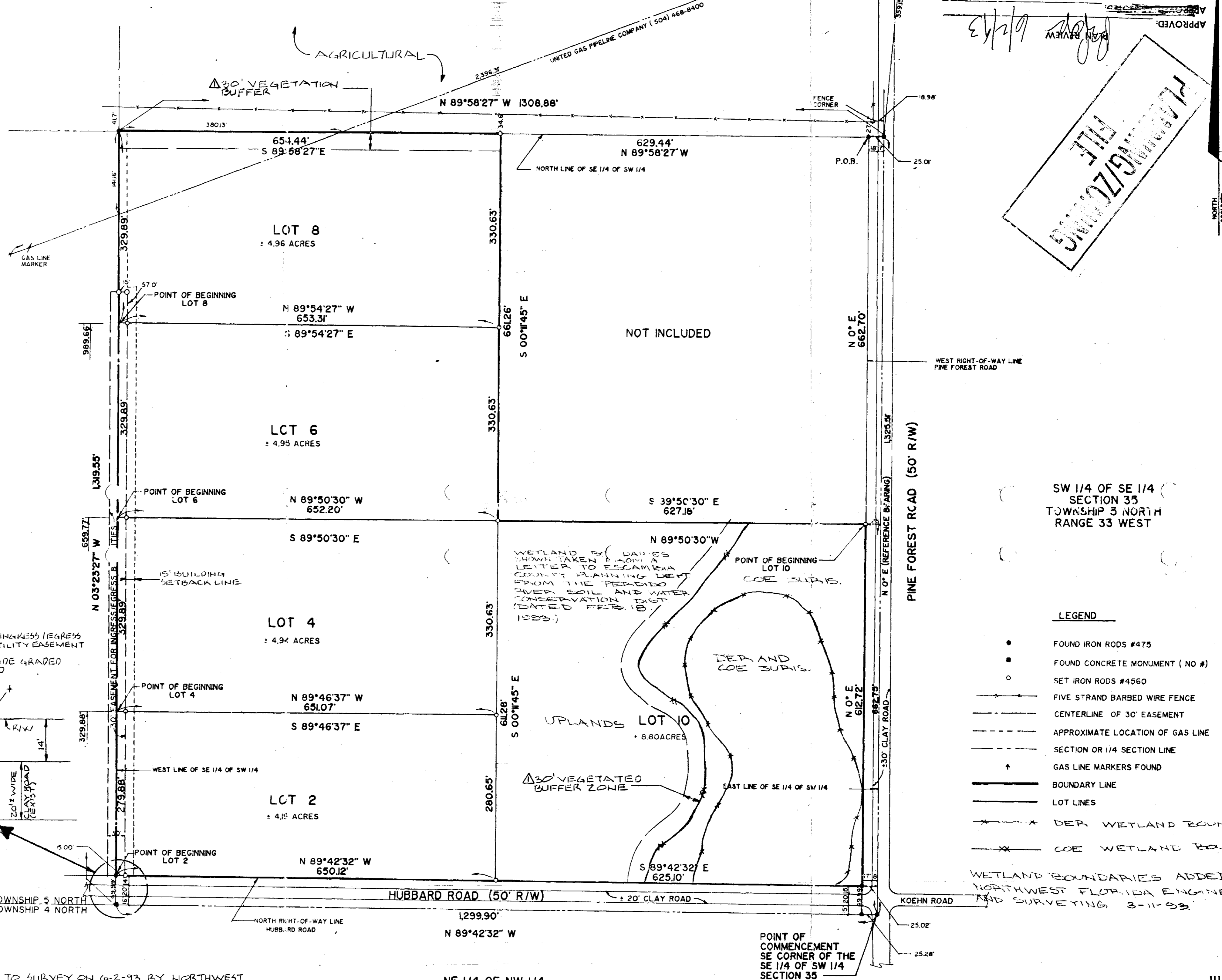
- Sectional breakdown and boundary survey by C. H. Overman C.E. and Associates, Inc. 2/27/92.
- Bearings based upon East line of the Southeast 1/4 of Southwest 1/4 Section 35, Township 5 North, Range 33 West (Assumed N 0° E).
- United Gas Pipeline Company Easement alignment was based upon two markers found and field located. The easement width is 50' with an 8" steel gas pipeline.
- Underground encroachments, if any, were not located.
- There may be additional restrictions not shown on this drawing that may be found in the Public Records of Escambia County, Florida.

SW 1/4 OF SW 1/4
SECTION 35
TOWNSHIP 5 NORTH
RANGE 33 WEST



ENGINEERS NOTES

- Δ: DENOTES ADDITIONS TO SURVEY ON 6-2-93 BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING. NORTHWEST FLORIDA ENGINEERING MAKES NO WARRANTY AS TO THE ACCURACY OF THE SURVEY INFORMATION CONTAINED ON THIS DRAWING.
- ADDITIONS MADE BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING TO THIS SURVEY ARE FOR THE SOLE PURPOSE OF MEETING THE REQUIREMENTS OF THE ESCAMBIA COUNTY ENGINEERING AND PLANNING AND ZONING DEPARTMENTS.
- THE PROPERTY I.D. NO. FOR SUBJECT PROPERTY IS 35-54-33-3301-000-000.
- BUILDING SETBACK REQUIREMENTS: FRONT = 15' (MIN.) REAR = 3' (MIN.) SIDE = 3' (MIN.)



NE 1/4 OF NW 1/4
SECTION 2
TOWNSHIP 4 NORTH
RANGE 33 WEST

This document has been reviewed in accordance with the requirements of applicable Florida Statutes and the requirements of the Florida Board of Professional Engineers and Surveyors. A land use plan or other document must be obtained from the Planning & Zoning Department prior to the commencement of construction.

APPROVED: *Thomas W. Myers*
PLANNING/ZONING FILE
6/13/93

LEGEND

- FOUND IRON RODS #475
- FOUND CONCRETE MONUMENT (NO #)
- SET IRON RODS #4560
- FIVE STRAND BARBED WIRE FENCE
- - - CENTERLINE OF 30' EASEMENT
- - - APPROXIMATE LOCATION OF GAS LINE
- - - SECTION OR 1/4 SECTION LINE
- ↑ GAS LINE MARKERS FOUND
- BOUNDARY LINE
- LOT LINES
- DER WETLAND BOUNDARY
- COE WETLAND BOUNDARY

WETLAND BOUNDARIES ADDED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, 3-11-93

JUN 02 1993

THOMAS W. MYERS ROUTE 1 BOX 90 DOLPHIN COVE ESTATES FREEPORT, FLORIDA 32439	
DESCRIPTION SEE LEGAL ABOVE ESCAMBIA COUNTY, FLORIDA PLAT BOOK N/A PAGE N/A SEC. 35 TWP. 5 N. RGE. 33 W. NORTH REFERENCED TO ASSUMED EAST LINE DATE OF FIELD SURVEY 12 DECEMBER 1992 SURVEY FOR MERVIN GIBSON	I HEREBY CERTIFY THE SURVEY HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.067 OF THE FLORIDA STATUTES. <i>Thomas W. Myers</i> THOMAS W. MYERS P.L.S. # 4560 DATE: 20 DECEMBER 1992 TYPE OF SURVEY: BOUNDARY
NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL	

OWNER	MAILADDRES	MAILCITY
GIBSON MERVIN R & MARSHA L	7951 PINE FOREST RD	WALNUT HILL
SCHLUTER ERNEST A JR & SUSAN D	15 GILMORE DR	GULF BREEZE
BRUSHY CREEK TREE FARM LLP	PO BOX 1373	GULF BREEZE
LOEWEN JOHN D	7451 PINE FOREST RD	MCDAVID
PHILLIPS DALE J & SHARON H	8030 THOROUGHBRED RD	PENSACOLA
SCHNEIDER PERRY & STEPHANIE J	7610 PINE FOREST RD	WALNUT HILL
HUBBARD PETER ESTATE OF	2001 E FISHER ST	PENSACOLA
GIBBS MARY FRANCES LEE	PO BOX 946	ATMORE
PRICE JEFFREY D & TAMMY L	7590 PINE FOREST RD	WALNUT HILL
BRUSHY CREEK TREE FARM LLC	PO BOX 1373	GULF BREEZE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared GAIL WALTERS who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

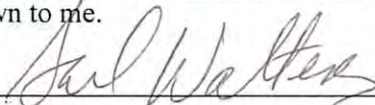
NOTICE OF PUBLIC HEARING

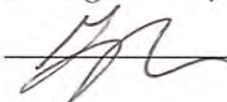
Was published in said newspaper in the issue(s) of:

August 23, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 23RD day of August, 2011, by GAIL WALTERS who is personally known to me.


_____ Affiant


_____ Notary Public

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Escambia County Vested Rights Committee will hold a public hearing on **Wednesday, September 7, 2011 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida.** The purpose of this hearing is to obtain information from the applicant and interested parties to assist the Vested Rights Committee in its review and evaluation for a determination of Vested Rights in the matter of the following case:

CASE NO. VRD-2011-01
LOCATION: 7951 Pine Forest Rd
PARCEL NO.: A portion of 02-4N-33-2101-000-000
ZONING DISTRICT: VAG-1
VESTED RIGHTS FOR: Pine Forest Acres S/D

The written recommendation of the Vested Rights Committee will be forwarded to the Board of County Commissioners for their consideration at a quasi-judicial public hearing to be held at **5:45 p.m.** or soonest thereafter on **Thursday, October 6, 2011** in the **County Administration Building, 221 Palafox Place, BCC Chambers, Pensacola, Florida.** Since the BCC does make verbatim records of its meetings, any person who decides to appeal (to Circuit Court) any matter considered at such meetings or hearings will need to independently ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. In accordance, with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Administrative Assistant to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Planning and Zoning Department at 595-3475.

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

Legal No. 1535286 1T August 23, 2011

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996828



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-995

Item #: 11. 2.

BCC Regular Meeting

Meeting

Date: 10/06/2011

Issue: 5:46 p.m. Public Hearing -Comprehensive Plan Amendment- Chapter 7, "Future Land Use Element"

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

5:46.p.m. A Public Hearing Concerning the Review of the proposed Comprehensive Plan Amendment.Chapter 7, "Future Land Use Element"

That the Board review and adopt the proposed Comprehensive Plan Amendment, Future Land Use Element herein, 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 5.4.6, establishing a process for protection and management of regionally significant natural resources within the Optional Sector Plan; amending Policy 5.6.1 to delete certain requirements regarding conservation areas from the detailed specific area plans boundary determination analysis.

BACKGROUND:

The BCC adopted the 2030 Comprehensive Plan and EAR based amendments on January 20, 2011. Recent changes to Chapter 163 Florida Administrative Code (FAC) and the repeal of Rule 9J-5 have necessitated amending certain comprehensive plan policies pertaining to wetlands and other environmentally sensitive areas within a DSAP. This amendment will serve to further strengthen the ability to make land use decisions locally. The Planning Board reviewed and recommended approval at the July 11, 2011 meeting.

BUDGETARY IMPACT:

No budgetary impact is anticipated as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Comprehensive Plan Amendment was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Amendment is consistent with Chapter 163.177 F.S. and with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Upon adoption by the Board of County Commissioners, a courtesy copy of this text amendment will be forwarded to the Department of Community Affairs(DCA).

The proposed amendment 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

Legal Review; Ordinance Draft; Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comp Plan Amendment -Chapter 7 "Future Land Use Element" Draft 1D

Date: 06-24-11

Date requested back by: 06-27-11

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: June 27, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Please see my emails from June 24-27, 2011

Allyson Cain

From: Stephen G. West
Sent: Friday, June 24, 2011 2:28 PM
To: Allyson Cain
Cc: T. Lloyd Kerr; Horace L Jones; Brenda J. Spencer
Subject: RE: Comprehensive Plan Amendment - Chapter 7, "Future Land Use Element"

Allyson:

I'll need more information on this. The term "conservation" is defined and used throughout the Comp Plan, but the proposed change introduces a new term – "low impact natural resource area." As far as I can tell, this term is not defined. I don't know what this is, how it relates to or differs from a conservation area, or what prompted the change.

Please understand that I am a little uncomfortable with the way this Comp Plan change has unfolded. This is the second week in a row where our office has received a request for a short-notice review in order to make a PNJ deadline. Last week I approved a proposed change that was contrary to the provisions of the new Community Planning Act based on staff's assurance that DCA was OK with it. I later learned that this was not the case.

Please ask Lloyd or Horace call me.

From: Allyson Cain
Sent: Friday, June 24, 2011 9:27 AM
To: Stephen G. West
Cc: Brenda J. Spencer; Horace L Jones; T. Lloyd Kerr
Subject: Comprehensive Plan Amendment - Chapter 7, "Future Land Use Element"

Steve,

As per direction from Lloyd, there are some slight changes in the draft ordinance. I have attached the document and have highlighted the additional language, which replaces the word "conservation". We have contacted the PNJ to hold for your final review and approval. Please return to us as soon as possible so we do not miss the summittal deadline for PNJ.

Thank you,

*Allyson Cain, Planner II
Development Services Department*

Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Please complete the attached customer service survey and fax it to 595-3481.

<http://www.zoomerang.com/Survey/WEB22C6W7A4DVC/>

From: Stephen G. West
To: Allyson Cain
Cc: T. Lloyd Kerr; Horace L Jones; Brenda J. Spencer
Subject: RE: See this attachment!
Date: Monday, June 27, 2011 10:15:17 AM

Allyson:

I understand from talking with Horace that the intent underlying the change to “low impact natural resource area” is to allow the potential for some type of development in what would otherwise be a conservation area. My concern is that low impact natural resource area is an undefined term. So the comp plan would have no guidance on what development is allowed. The County may find later that the developers had a much different (more intense) expectation of the type of development that would be allowed. And, of course, we don’t know if DCA is OK with this. I’ve discussed this with Alison and our office will sign off on the ordinance, subject to this caution.

ORDINANCE NO. 2011-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, 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; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its current Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners, which has conducted a public hearing, reviewed and approved the changes to the Comprehensive Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

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Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled – "Comprehensive Plan Amendment 2011-01." This is the first amendment to be submitted to the DCA for the Year 2011.

Section 3. Future Land Use Element

Part II, of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, Chapter 7, "Future Land Use Element," Sections 5.4.6 and 5.6.1 and all notations, references and information shown thereon is amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

OBJ FLU 5.4 Environment

FLU 5.4.6 To ensure appropriate identification, protection and management of regionally significant natural resources within the OSP, the following process is established:

1. Regionally significant natural resources, including waterbodies, wetlands, listed species habitat, unique vegetative communities and publicly owned lands acquired for conservation purposes, shall be identified at the long-term master plan level utilizing publicly available data. These resources shall be depicted on the long-term master plan framework map as "Anticipated Conservation Areas."
2. At the Detailed Specific Area Plan (DSAP) level, Anticipated Conservation Areas shall be subject to further study and refinement. Methods such as photo-interpretation and ground-truthing shall be utilized to verify, and where appropriate, revise Anticipated Conservation Area boundaries. These areas shall be depicted as low impact natural resource areas on the DSAP land use map.
3. At the time of issuance of an Escambia County development order, areas identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent

1 with Section 704.06, Florida Statutes. Escambia County shall
2 administratively amend the boundaries of areas designated low impact
3 natural resource areas on the DSAP land use map to reflect the executed
4 conservation easements final boundaries as identified during the
5 development review process.

6 **OBJ FLU 5.6 Specific Area Plans**

7 FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed
8 Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size
9 and developed in sufficient detail to allow evaluation of the interrelationship of its parts
10 and establish consistency with principles and criteria contained in FLU 5.1.1 – FLU
11 5.5.5. Until and unless a DSAP is approved by the Escambia County Board of County
12 Commissioners and found in compliance by the Florida Department of Community
13 Affairs, the property in the OSP shall maintain the underlying future land use category
14 (e.g. Agricultural , Rural Community, Mixed-Use Suburban) and zoning district (e.g. the
15 agricultural, the rural community, the mixed-use low density zonings or the equivalents),
16 except for those projects that are vested.

17 All applications for development approvals (i.e. lot splits, special exceptions, variances,
18 etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the
19 effect of such development approval on adopted or future DSAPs and in compliance
20 with the general principles established in FLU Policy 5.1.2. At a minimum, development
21 of a DSAP must include the following information:

22 **I. DSAP Boundary Determination Analysis**

23 Conduct a preliminary site analysis of the proposed DSAP area to determine
24 appropriate boundaries. This analysis shall include the following:

- 25
- 26 1. Identification of the extent and location of natural resources.
- 27
- 28 2. Identification of the environmental opportunities and constraints to
29 development within the area.
- 30
- 31 3. Identification of the net usable land area.
- 32
- 33 4. Determination of a maximum development scenario based upon the uses,
34 densities and intensities identified in the Conceptual Long-term Build-out
35 Overlay.

- 1
- 2 5. A Jobs-to housing balance assessment consistent with policy FLU 5.3.4
- 3 and utilizing a professionally acceptable methodology.
- 4
- 5 6. Identification of public facilities and services available to the area;
- 6 available capacity; potential deficiencies; and an approximation of
- 7 necessary improvements.
- 8

9 ~~If a DSAP contains areas designated as Anticipated Conservation Areas on the Long-~~
10 ~~Range Conceptual Framework Map, the boundaries of those Anticipated Conservation~~
11 ~~Areas shall be finalized during the DSAP process and designated as Conservation on~~
12 ~~the Future Land Use Map as part of the DSAP plan amendment. No development shall~~
13 ~~be permitted on lands designated Conservation within a DSAP except as specifically~~
14 ~~provided for in the DSAP. Prior to the commencement of any development within a~~
15 ~~DSAP, a perpetual conservation easement meeting the requirements of Section 704.06,~~
16 ~~Florida Statutes, shall be placed over all of the lands designated Conservation within~~
17 ~~that DSAP and shall be recorded in the public records of Escambia County. The total~~
18 ~~acreage of lands subject to the conservation easement shall be no less than the total~~
19 ~~acreage of lands designated Conservation within a DSAP. The conservation easement~~
20 ~~shall be granted to, and provide for enforcement rights by, the County, the Department~~
21 ~~of Community Affairs, and either the Department of Environmental Protection or a~~
22 ~~recognized statewide land trust.~~

23

24 **Section 4. Severability**

25

26 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
27 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
28 affect the validity of the remaining portions of this Ordinance.

29

30 **Section 5. Inclusion in the Code**

31

32 It is the intention of the Board of County Commissioners that the provisions of this
33 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
34 the sections, subsections and other provisions of this Ordinance may be renumbered or
35 relettered and the word "ordinance" may be changed to "section," "article," or such other
36 appropriate word or phrase in order to accomplish such intentions.

37

38 **Section 6. Effective Date**

39

40 Pursuant to Section 163.3184(4)(e)5, Florida Statutes, this plan amendment shall go
41 into effect pursuant to the State Land Planning Agency's notice of intent. If timely

DRAFT

1 challenged, this plan amendment will not become effective until the State Land Planning
2 Agency or the Administration Commission enters a final order determining the adopted
3 amendment to be in compliance.

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DONE AND ENACTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Comprehensive Plan Amendment-
Chapter 7- "Future Land Use Element"
Clean Copy

ORDINANCE NO. 2011-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, 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; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its current Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners, which has conducted a public hearing, reviewed and approved the changes to the Comprehensive Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled – "Comprehensive Plan Amendment 2011-01." This is the first amendment to be submitted to the DCA for the Year 2011.

Section 3. Future Land Use Element

Part II, of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, Chapter 7, "Future Land Use Element," Sections 5.4.6 and 5.6.1 and all notations, references and information shown thereon is amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

OBJ FLU 5.4 Environment

FLU 5.4.6 To ensure appropriate identification, protection and management of regionally significant natural resources within the OSP, the following process is established:

1. Regionally significant natural resources, including waterbodies, wetlands, listed species habitat, unique vegetative communities and publicly owned lands acquired for conservation purposes, shall be identified at the long-term master plan level utilizing publicly available data. These resources shall be depicted on the long-term master plan framework map as "Anticipated Conservation Areas."
2. At the Detailed Specific Area Plan (DSAP) level, Anticipated Conservation Areas shall be subject to further study and refinement. Methods such as photo-interpretation and ground-truthing shall be utilized to verify, and where appropriate, revise Anticipated Conservation Area boundaries. These areas shall be depicted as low impact natural resource areas on the DSAP land use map.
3. ~~At the time of issuance of an Escambia County development order, areas identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent with Section 704.06, Florida Statutes. Escambia County shall administratively amend the boundaries of areas designated low impact natural resource areas on the DSAP land use map to reflect the executed conservation easements final boundaries as identified during the development review process.~~

OBJ FLU 5.6 Specific Area Plans

FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size and developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained in FLU 5.1.1 – FLU 5.5.5. Until and unless a DSAP is approved by the Escambia County Board of County Commissioners and found in compliance by the Florida Department of Community Affairs, the property in the OSP shall maintain the underlying future land use category (e.g. Agricultural , Rural Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the rural community, the mixed-use low density zonings or the equivalents), except for those projects that are vested.

All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the effect of such development approval on adopted or future DSAPs and in compliance with the general principles established in FLU Policy 5.1.2. At a minimum, development of a DSAP must include the following information:

I. DSAP Boundary Determination Analysis

Conduct a preliminary site analysis of the proposed DSAP area to determine appropriate boundaries. This analysis shall include the following:

1. Identification of the extent and location of natural resources.
2. Identification of the environmental opportunities and constraints to development within the area.
3. Identification of the net usable land area.
4. Determination of a maximum development scenario based upon the uses, densities and intensities identified in the Conceptual Long-term Build-out Overlay.
5. A Jobs-to housing balance assessment consistent with policy FLU 5.3.4 and utilizing a professionally acceptable methodology.
6. Identification of public facilities and services available to the area; available capacity; potential deficiencies; and an approximation of necessary improvements.

~~If a DSAP contains areas designated as Anticipated Conservation Areas on the Long-Range Conceptual Framework Map, the boundaries of those Anticipated Conservation~~

~~Areas shall be finalized during the DSAP process and designated as Conservation on the Future Land Use Map as part of the DSAP plan amendment. No development shall be permitted on lands designated Conservation within a DSAP except as specifically provided for in the DSAP. Prior to the commencement of any development within a DSAP, a perpetual conservation easement meeting the requirements of Section 704.06, Florida Statutes, shall be placed over all of the lands designated Conservation within that DSAP and shall be recorded in the public records of Escambia County. The total acreage of lands subject to the conservation easement shall be no less than the total acreage of lands designated Conservation within a DSAP. The conservation easement shall be granted to, and provide for enforcement rights by, the County, the Department of Community Affairs, and either the Department of Environmental Protection or a recognized statewide land trust.~~

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(4)(e)5, Florida Statutes, this plan amendment shall go into effect pursuant to the State Land Planning Agency's notice of intent. If timely challenged, this plan amendment will not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

INTENTIONALLY LEFT BLANK

DONE AND ENACTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1519 **Growth Management Report** **Item #: 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/06/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday November 3, 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 October 10, 2011:

Case No.: **Z-2011-16**
Location: 7420 W Nine Mile Rd
Property Reference No.: 01-1S-32-4303-001-002
Property Size: .30
From: RR, Rural Residential District (cumulative) Low Density (2 du/acre)
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (10 du/acre)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 1
Requested by: Tim Eagan, Agent for Paul Johnson, Owner

Case No.: **Z-2011-17**
Location: 9991 Guidy Lane
Property Reference No.: 07-1S-30-1018-000-000
Property Size: .35
From: R-2, Single Family District (cumulative), Low-Medium Density (7 du/acre)
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed Use Urban

Commissioner 5

District:

Requested by: Wiley C. Buddy Page, Agent for Charles and Linda Welk

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment - CPA-2011-02 - Becks Lake Rd.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1436 County Administrator's Report Item #: 11. 1.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 10/06/2011
Issue: Disposition of Property Request for Supervisor of Elections
From: David H. Stafford
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

disposition of property request

disposition of property request

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

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

Doug Browne DATE: 9/7/2011
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55405	Netgear switch	1DU1653U000E8	GSM7248	2006	UNUSABLE
Y	57937	Netgear switch	1J9855M000D1	GSM7352S	2008	UNUSABLE


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name


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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 9/7/2011
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 9/8/11
 TO: Board of County Commissioners
 FROM: County Administration

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

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date


Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

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

Doug Browne DATE: 9/14/2011
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54572	Dell Power Edge Server	GKH8G81	2850	2005	UNUSABLE

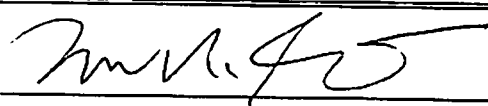
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID STEVENS
 Print Name

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

Computer is Ready for Disposition

Date: 9/14/11 Information Technology Technician Signature: 

TO: County Administration Date: 9/14/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
Charles R Oliver 9/14/11
 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. dg 03-25-10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1435

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: 5:32 p.m. Public Hearing Request for FY10/11 Re-Budgets

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Re-budgeting On-Going Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on October 20, 2011, at 5:32 p.m., concerning re-budgeting on-going project funding that will amend the Fiscal Year 2011/2012 Budget and appropriate these funds for those related on-going projects.

BACKGROUND:

Re-Budgets are funds for projects that were approved in FY2010/11 or earlier, but since the projects were not completed, the associated funds must be brought forward into the FY2011/12 Budget, so the project can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1510

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Public Hearing Request to Establish the Robinson's Mill Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Robinson's Mill Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing for the establishment of a street lighting Municipal Services Benefit Unit (MSBU) on October 20, 2011, at 5:33 p.m., to consider adoption of an Ordinance creating the Robinson's Mill Subdivision Street Lighting MSBU.

BACKGROUND:

The primary owner of the Robinson's Mill Subdivision is Robinson's Mill Investments, LLC. A representative from this organization has submitted a letter requesting the creation of an MSBU. This letter of request is sufficient to meet the MSBU Guidelines and Procedures because Robinson's Mill Investments, LLC represents more than the required minimum ownership in support of the MSBU creation (fifty-five percent).

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 owner is complying with the Board's adopted MSBU Guidelines and Procedures.

IMPLEMENTATION/COORDINATION:

The property owners 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-1500

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Request for Disposition of Property

From: Michael Rhodes

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Requests for Disposition of Property for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the four Request for Disposition of Property Forms for the Parks and Recreation Department, indicating four 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 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 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

Parks Disposition

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

DATE: 9/20/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Tammara Barnes COST CENTER NO: 350201
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	53472	Time Clock	MS056180	4500	2004	POOR

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. PARKS & RECREATION

Property Custodian (Signature):  Phone No: 475-5220


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: 9/20/11
FROM: Escambia County Bureau

Director Michael Rhodes

RECOMMENDATION: Date: 9/21/11
TO: Board of County Commissioners
FROM: County Administration

Charles R. "Randy" Oliver, ~~GA, PE~~
County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

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

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

DATE: 9/20/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Tammara Barnes COST CENTER NO: 210801
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
1	56687	Workstation Furniture	N/A		2007	POOR

DISPOSAL METHOD: XX Junked Auction / Sold
 Donated Other: _____

Disposing Dept. PARKS & RECREATION

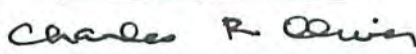
Property Custodian (Signature):  Phone No: 475-5220

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: 9/20/11
 FROM: Escambia County Bureau 
 Director **Michael Rhodes**

RECOMMENDATION: Date: 9/21/11
 TO: Board of County Commissioners
 FROM: County Administration 
Charles R. "Randy" Oliver, CPA, PE
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

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

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

DATE: 8/17/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Tammara Barnes COST CENTER NO: 350201
 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	41604	Chipper Brush	1VRD1015XR1001317	935	1995	Fair

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Receiving \$3700.00 for trade-in

Disposing Dept. PARKS

Property Custodian (Signature):  Phone No: 475-5220

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: 9/20/11
 FROM: Escambia County Bureau

 Department Director Michael Rhodes

RECOMMENDATION: Date: 9/21/11
 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: 9/20/11 TO: BOARD OF COUNTY COMMISSIONERS

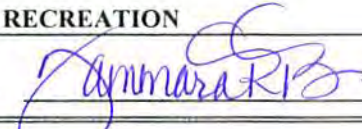
FROM: Tammara Barnes COST CENTER NO: 210802
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	I901892-000	Playground Unit - Diego		Miracle	2010	POOR

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Destroyed by fire

Disposing Dept. PARKS & RECREATION

Property Custodian (Signature):  Phone No: 475-5220

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: 9/20/11
FROM: Escambia County Bureau

Director **Michael Rhodes**

RECOMMENDATION: Date: 9/21/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver, ~~CHIEF~~
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-1477

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Schedule a Public Hearing to Consider the Petition to Vacate Various Rights-of-Way in Leonard Tract Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Various Rights-of-Way in Leonard Tract Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for November 3, 2011, at 5:32 p.m., to consider the Petition to Vacate various rights-of-way (approximately 237,599 square feet or 5.45 acres) in Leonard Tract Subdivision, as petitioned by Figure 8 Florida, LLC.

Figure 8 Florida, LLC, owns several large parcels of property in the old Leonard Tract Subdivision, as recorded in Plat Deed Book 100, at Page 171, of the Public Records of Escambia County, Florida. Leonard Tract Subdivision is an undeveloped subdivision located at the northeast corner of the intersection of US 29 and Beck's Lake Road in the Cantonment area. Petitioner has plans to develop their property, which is divided by several of the unimproved rights-of-way (30 feet wide) as shown on the Plat of Leonard Tract Subdivision. To facilitate their development plans, petitioner is requesting that the Board vacate any interest the County has in various platted rights-of-way, as shown on Exhibit "A" (approximately 237,599 square feet or 5.45 acres), lying within the boundaries of Leonard Tract Subdivision.

BACKGROUND:

Figure 8 Florida LLC owns several large parcels of property in the old Leonard Tract Subdivision as recorded in Plat Deed Book 100 at Page 171 of the public records of Escambia County, Florida. Leonard Tract Subdivision is an undeveloped subdivision located at the northeast corner of the intersection of US 29 and Beck's Lake Road in the Cantonment area. Petitioner has plans to develop their property, which is divided by several of the unimproved rights-of-way (30' wide) as shown on the plat of Leonard Tract Subdivision. To facilitate their development plans, petitioner is requesting that the Board vacate any interest the County has in various platted rights-of-way, as shown on Exhibit "A" (approximately 237,599 square feet or 5.45 acres) lying within the boundaries of Leonard Tract Subdivision. Staff has made no representations to the Petitioner or the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been

contacted and have no objections to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of 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:

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 or the Petitioner's agent will be notified, the date and time will be advertised ,and all owners of property within 500 feet will be notified.

Staff has been in contact with Wiley C. "Buddy" Page, agent for the Petitioner. It is the responsibility of the Petitioner or the Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Plat

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 rights-of-way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Figure 8 Florida, LLC presently owns an interest in the real property, which adjoins said public road rights-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of the following described roads as shown on the plat of Leonard Tracts Subdivision as recorded in Plat Deed Book 100 at Page 171 of the public records of Escambia County, Florida:

That portion of Satsuma Road (30' R/W) bounded on the east by Lot 6 and bounded on the west by Lot 7 of said subdivision;

That portion of Satsuma Road (30' R/W) bounded on the east by Lots 42 and 51 and bounded on the west by Lots 41 and 52 of said subdivision;

That portion of Indiana Avenue (30' R/W) bounded on the north by Lots 3, 4, 5 and 6 and bounded on the south by Lots 19, 20, 21 and 22 of said subdivision;

All of Blueberry Lane (30' R/W) bounded on the east by Lots 1, 2, 23, 24 and 25 and bounded on the west by Lots 3, 22 and 27 of said subdivision;

That portion of Pecan Avenue (30' R/W) bounded on the north by Lots 27 through 36 inclusive and bounded on the south by Lots 37 through 45 inclusive, of said subdivision;

The most easterly portion of Lake Avenue (30' R/W) bounded on the north by Lot 25 and bounded on the south by Lot 26 of said subdivision, less any portion lying within the boundaries of Becks Lake Road (R/W varies);

All lying and being in Section 11, Township 1 North, Range 31 West, Escambia County, Florida.

2. That the Petitioner, Figure 8 Florida, LLC 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 11 Township 1 North Range 31 West and recorded in Plat Deed Book 100 at Page 171 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 request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Figure 8 Florida LLC

Petitioner(s) Name

501 Riverside Ave., Suite 902

Street Address

Jacksonville, FL 32202

City

State

904 421 3265

Phone Number

Wiley C., "Buddy" Page

Agent's Name

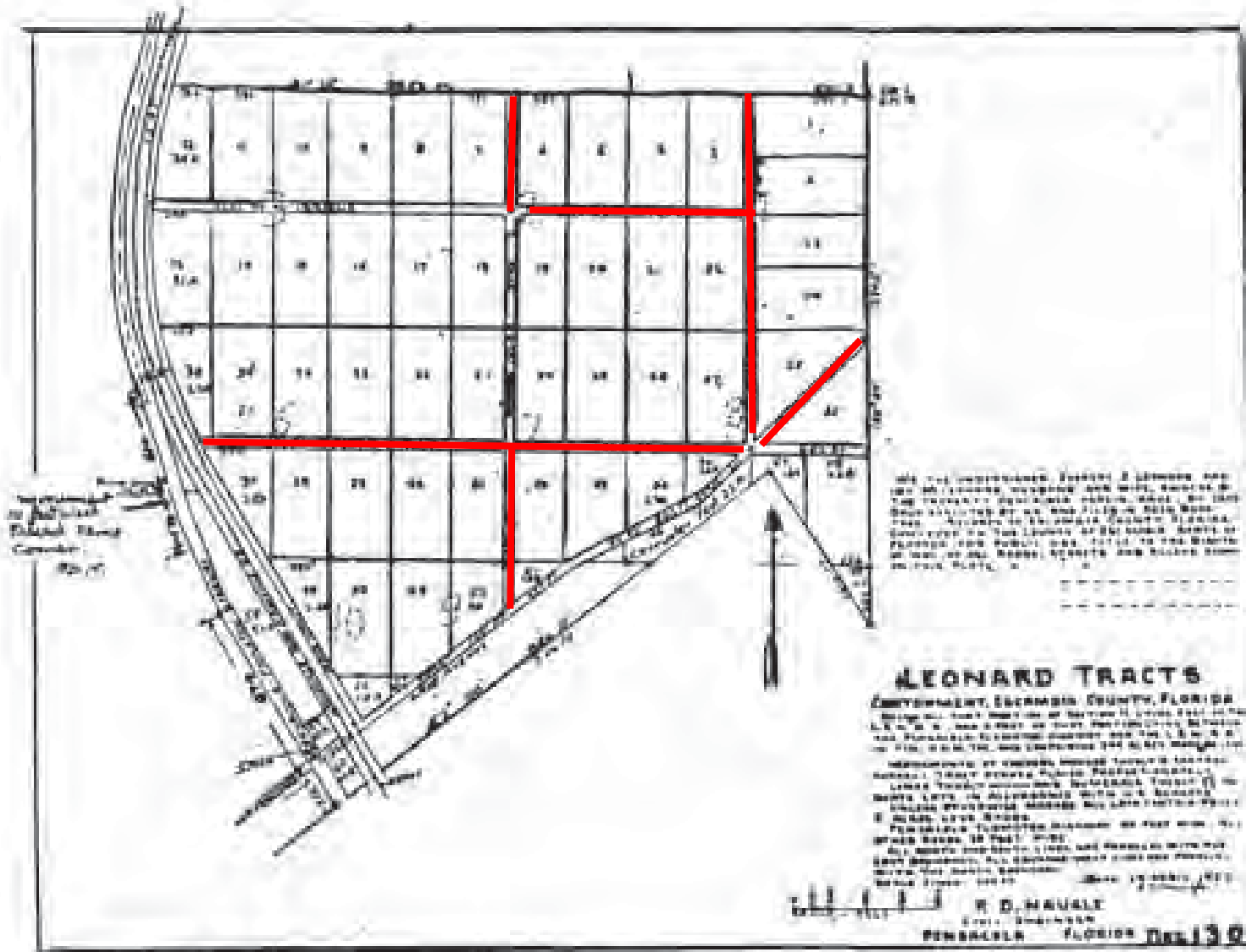
850 232 9853

Agent's Phone Number

05/17/11

Date

— RIGHTS-OF-WAY REQUESTED TO BE VACATED



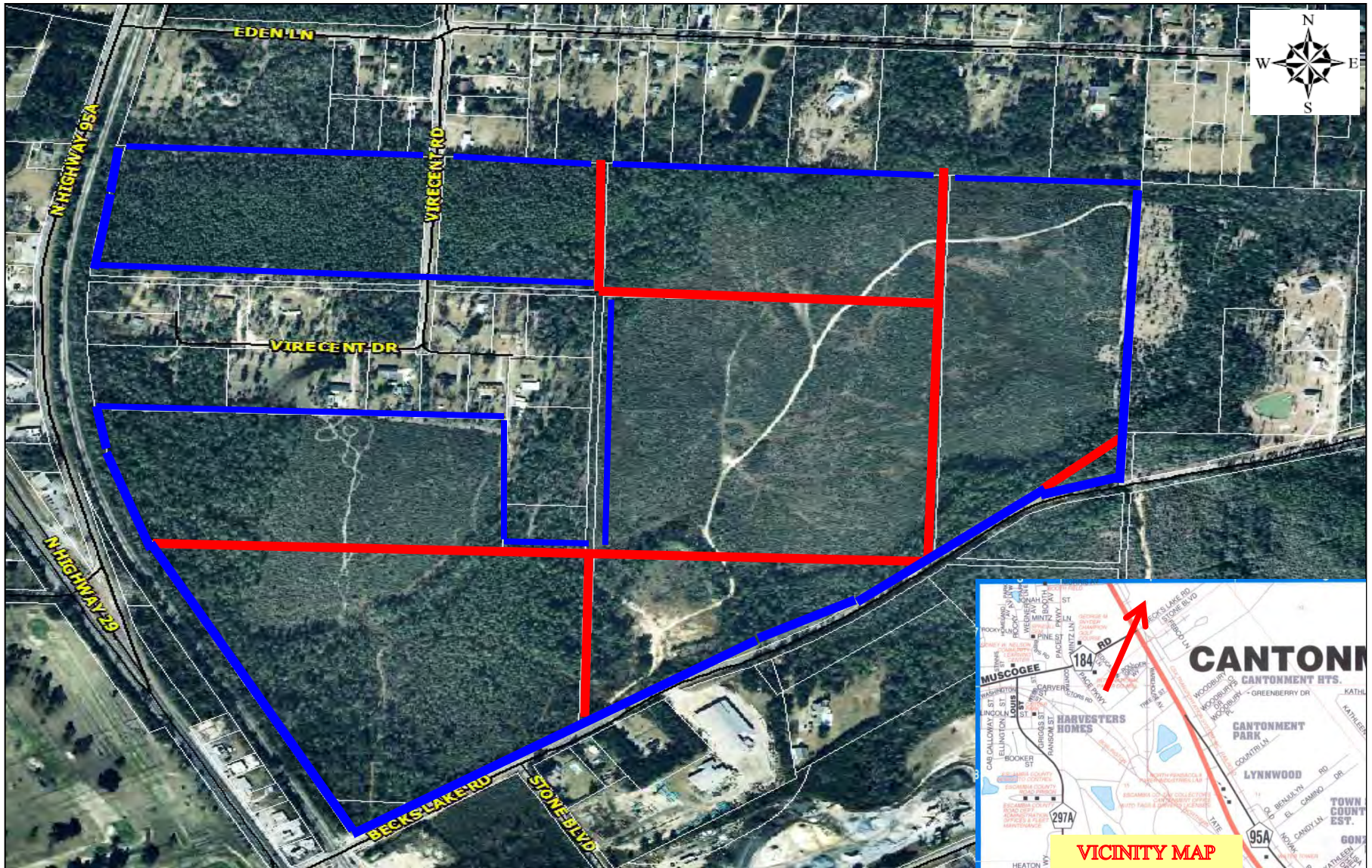
Reproduction of Map record in
DEED BOOK 100 AT PAGE 71

Jac A. Brown Seal
Clerk Circuit Court
March 15, 1965

EXHIBIT "A"

VACATE UNOPENED RIGHTS-OF-WAY, LEONARD TRACTS SUBDIVISION

Petitioner: Figure 8 Florida LLC



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 07/07/11 DISTRICT 5



Requested Unopened Rights-of-Way to be Vacated



Petitioner's Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1475

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Amend Board Action of September 15, 2011

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending Board Action of September 15, 2011, Approving the Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve amending the Board's action taken on September 15, 2011, approving the Request for Disposition of Property for the Public Works Department, Property Number 53960, Dell Computer, Serial Number SVDD871, to correct the Serial Number to 5VDD871, due to a scrivener's error.

BACKGROUND:

The Serial Number on Property Number 53960 was incorrect on the Disposition of Property form. The correct serial number should be 5VDD871 instead of SVDD871.

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

Property Disposition 53960

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM, Branch Director DATE: 1-Aug-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53960	Dell Computer (Kevin Miller)	SVDD871	Optiplex SX280	2005	Bad

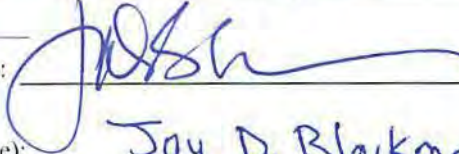
Disposal Comments: _____

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

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

Computer is Ready for Disposition

Date: 8/9/11 Information Technology Technician Signature: 

TO: County Administration Date: 8/11/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 8-18-11
 TO: Board of County Commissioners
 FROM: County Administration


 Charles R. "Randy" Oliver
 County Administrator or designee **Acting 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-1460 County Administrator's Report Item #: 11. 7.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Appointment to the Animal Service Advisory Committee

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Animal Services Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Commissioner Wilson B. Robertson's appointment of Ralph M. Abagis to the Animal Services Advisory Committee, effective October 6, 2011, replacing Regina Case-Rupert, who resigned. This appointment will run concurrent with Commissioner Robertson's term of office or at his discretion.

BACKGROUND:

Mr. Abagis has expressed a willingness to serve on the Animal Services Advisory Committee. His resume is provided for the Board's review.

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

Ralph M Abagis Resume

Ralph M Abagis
6696 Hurst Hammock Rd.
Pensacola, FL 32526
USA

Contact Phone: (850) 944 -3445 HM // 850-777-7343 Cell // 850-452-5525 x3326 WK
Email Address: rnkabagis@bellsouth.net // ralph.abagis@navy.mil

EXPERIENCE

10/2007 to Present; 40 hours per Week; Planner / Estimator Supervisor; \$61,464 per Annum; Irby Engineering, sub-contractor to Del-Jen (BOS Contractor), NAS Pensacola, PO Box33429, Pensacola, FL 32508-3429

Provide scopes of work with budgetary estimates for government use of preparing the LRMP. Provide scopes of work and detailed cost estimates for in-house accomplishment, IDIQ issuance and non-IDIQ issuance. Scopes are developed from field experience, discussions with customer to analyze their requirements and provide alternative actions, site visits and other requirements to correctly develop scope. Estimates are developed using field knowledge (mechanical, electrical, structural and utilities), material price submittals, RS Means data, using WINEST or Costworks. Plan, coordinate and prepare layouts, designs, plans, detailed step-by-step plans, detailed scope of work, cost estimates including estimated labor hours and cost by craft, bill of materials, special equipment and needs associated with the work, and specifications involving civil, architectural, mechanical and electrical principles for simple to moderately complex maintenance, repair, new construction, rehabilitation and modification projects to various facilities and special projects. Provide technical support as needed on all assigned jobs and projects which include mechanical, electrical, structural, and utility systems. Other computer programs used include MS Word, EXCEL, some AutoCAD and other programs. Able to read blueprints and perform material take-offs using math, measurement and evaluation skills. Possess knowledge of F.A.R. regulations, SBA contracts, environmental, fire and safety regulations. Participate with customer in construction project planning meetings to analyze requirements and develop strategies and approaches for work accomplishment. Review contractor data such as drawings, specifications, schedules and cost estimates. Facilities include family housing units, troop training facilities, barracks, troop messing facilities, aircraft repair facilities, aircraft hangers, aircraft runways, military equipment repair shops, vehicle repairs shops, electronic repair shops, communication facilities, hospitals, medical clinics, child care facilities, water plants, sewer treatment plants, commissaries, and utility systems. Special projects include anti-terrorist projects. Special projects require ability to interpret, select, adapt and apply many guidelines, precedents, engineering principles and practices, accepted trades practices, time/cost constraints, materials availability, national construction codes and standards, national construction handbooks, manufacturers' catalogs and technical manuals for the development of projects. Request documents, visits work-site to identify as-built conditions, site conditions for new facilities and requirement, and to verify and clarify the scope of work with the requester. Perform AIS inspection on property for FMD and PWC and format folders with inspections results for future funding possibilities. Serve as project manager for assigned projects, some of which are from cradle to grave, and verification of work assigned until accepted by the customer. Attend scheduling and funding meetings associated with the Maintenance Action Plan for the region and provide assistance to FMD and PWC in making sure projects are assigned correctly and estimates are complete. Meet and communicate effectively with people and accomplish the administrative work associated with duties. Responsible for proofing and directing changes to scopes and estimates from seven (7) (Planner and Estimator) P&E's in order to provide correct documentation to the FEAD for contract awards. Attend weekly Map (Maintenance Action Plan) meetings with govt and weekly RFAB (Regional Facilities Acquisition Board) meetings to assist govt with budgeting and contract award type decisions.

07/2002 to 10/2007 ; 40 hours per Week; Planner / Estimator; \$59,446 per Annum; CH2M Hill / VT Griffin Joint Venture, NAS Pensacola, PO Box33429, Pensacola, FL 32508-3429; Jeffrey M. Harrison , 850-452-5525 x318 ; may contact supervisor.

Plan, coordinate and prepare layouts, designs, plans, detailed step-by-step plans, detailed scope of work, cost estimates including estimated labor hours and cost by craft, bill of materials, special equipment and needs associated with the work, and specifications involving civil, architectural, mechanical and electrical principles for simple to moderately complex maintenance, repair, new construction, rehabilitation and modification projects to various facilities and special projects. Provide technical support as needed on all assigned jobs and projects which include mechanical, electrical, structural, and utility systems. Use RS Means, market research and trades knowledge in developing scopes and costs. Other computer programs used include MS Word, EXCEL, some AutoCAD and other programs. Able to read blueprints and perform material take-offs using math, measurement and evaluation skills. Possess knowledge of F.A.R. regulations, SBA contracts, environmental, fire and safety regulations. Participate with customer in construction project planning meetings to analyze requirements and develop strategies and approaches for work accomplishment. Review contractor data such as drawings, specifications, schedules and cost estimates. Facilities include family housing units, troop training facilities, barracks, troop messing facilities, aircraft repair facilities, aircraft hangers, aircraft runways, military equipment repair shops, vehicle repairs shops, electronic repair shops, communication facilities, hospitals, medical clinics, child care facilities, water plants, sewer treatment plants, commissaries, and utility systems. Special projects include anti-terrorist projects. Special projects require ability to interpret, select, adapt and apply many guidelines, precedents, engineering principles and practices, accepted trades practices, time/cost constraints, materials availability, national construction codes and standards, national construction handbooks, manufacturers' catalogs and technical manuals for the development of projects. Request documents, visits work-site to identify as-built conditions, site conditions for new facilities and requirement, and to verify and clarify the scope of work with the requester. Perform AIS inspection on property for FMD and PWC and format folders with inspections results for future funding possibilities. Serve as project manager for assigned projects, some of which are from cradle to grave, and verification of work assigned until accepted by the customer. Attend scheduling and funding meetings associated with the Maintenance Action Plan for the region and provide assistance to FMD and PWC in making sure projects are assigned correctly and estimates are complete. Meet and communicate effectively with people and accomplish the administrative work associated with duties. Responsible for proofing and directing changes to scopes and estimates from four (4) (Planner and Estimator) P&E's in order to provide correct documentation to the ROICC for contract awards.

05/1999 to 07/2002; 50+ hours per Week; Service and Sales Manager; \$16 per Hour, Water Technology of Pensacola, 3000 W. Nine Mile Rd., Pensacola, FL 32534; William Boesch , 850-477-4789 ; may contact supervisor.

Service and sales manager for a manufacturer of automatic tube cleaning systems for liquid chiller and straight tube and shell heat exchangers. Sold equipment and parts and supervised the sales staff of the same. Performed installations and supervision of up to 10 workers in order to accomplish projects as per specifications. Use of electrical, mechanical, structural, piping, welding knowledge was imperative to project completion. Troubleshooting of system either by way of phone or at site in order to gain correct operation of equipment and customers trust. Required to meet and communicate effectively with people and accomplish administrative tasks associated with job duties. Monitored expenditures and kept expense reports up to date; set up travel, hotel and car arrangements for sales and service trips. Meetings were with other contractors, customer, engineers, inspectors, etc. Read blueprints and determined requirements for project materials and provided detailed cost estimate, materials list and labor hours and costs for the customers. Use of computer programs such as MS Word, EXCEL and estimating programs developed by company for their specific product. Travel was approximately 48% out of town. Initiated preventative maintenance programs for current customers

and instructed procedures for program.

06/1995 to 05/1999; 45 hours per Week; Appliance Technician III; \$12.50 per Hour, Sears Product Services, 7801 Sears Blvd., Pensacola, FL 32414; Jim Harrison , 850-477-5710 ; may contact supervisor.

Work was performed at the journeyman level including the diagnosis, repair, service, maintenance and installation of all types and all brands of appliances including refrigerators, freezers, ice makers, stoves (gas and electric), microwaves, dishwashers, water heaters, washing machines, dryers (gas and electric), water treatment systems, window air conditioners, central air conditioners (straight cool and heat pump, gas and electric heat), geo-thermal systems. Collection of fees for services rendered, scheduling service calls, routing calls, operation of laptop computer using MS Word, EXCEL, parts ordering, and maintenance of truck stock.

01/1995 to 06/1995; 40 hours per Week; Environmental Technician; \$11 per Hour; last promoted Not Specified; permanent employee; not on a temporary promotion; Groundwater Technology, Government Services Division, 7140 North 9th Avenue; Wes Wiley , 850-478-7128 ; may contact supervisor.

Work performed at the journeyman level is a temporary position doing environmental sampling and monitoring of wells and remediation sites. Jobs were at remediation sites, superfund sites, fuel infiltrated sites, UST sites, AST sites, accidental spill sites. Use of depth meters, OVA's, low flow sampling devices and computer using spreadsheets such as EXCEL. Maintenance of sites including working with PLC's, 24 VDC, 24 VAC - 460 3PH, plumbing and use of heavy equipment such as dozers, backhoes. Acted as liaison between customer, contractor and government environmental agencies. Supervisor to sometimes as many as 10 individuals.

EDUCATION

WJ Woodham High, Pensacola, FL; 1976 High School Diploma

Pensacola Junior College, Pensacola, FL; No Degree in , 1995; 3.58 out of 4 Point GPA; 19 Hours

Pensacola Junior College, Pensacola, FL; Associate in AA/AS , 0; 3.18 out of 4 Point GPA;

19 Semester Hours

PROFESSIONAL TRAINING

Refrigerant Handling Class II, OSHA HAZWOPPER 40 HR

PROFESSIONAL LICENSES/CERTIFICATES

EPA Refrigerant Recovery Certificate II

PROFESSIONAL RATINGS, AWARDS, AND RECOGNITIONS

Classified as Estimator with ASPE

Certificate from NAVFAC for Secretary of the Interior Standards in Structure Rehab and Repair

Certificate in RS Means Facilities Estimating Program

Certificate in "Introduction to LEEDS for NC and EB"

OTHER INFORMATION

U.S. MILITARY SERVICE INFORMATION

Active Duty: 06/1976 to 06/1979 - U.S. Army

Campaign badges and/or expeditionary medals received: Expert Field Medical Badge

Honorable Discharge

Salary Requirements: DOE Offer

Benefits Requested: Group medical, dental, vision, STD, LTD insurance, 401K or some type of retirement plan.

Regina Case-Rupert, DVM

10081 Hwy 98 W

Pensacola, FL 32506

850-912-4700

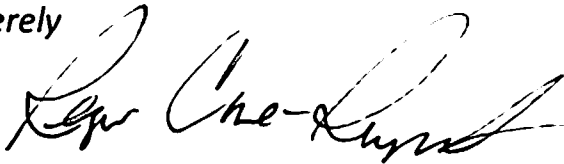
09/09/11

To Whom This May Concern:

Thank you for the opportunity to serve as District One, Animal Service Advisory Representative. Please accept this letter as formal notification of my immediate resignation. Currently, I am involved in several Community projects that must take presidency and require more time to be invested.

Thank you again for the opportunity.

Sincerely

A handwritten signature in black ink, appearing to read 'Regina Case-Rupert', written in a cursive style.

Regina Case-Rupert, DVM

CC: Wilson Robertson, District One, County Commissioner

Marilyn D. Wesley, Directory of Department of Community Affairs



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1459

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Florida Division of Forestry Annual Report

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Forest Service Annual Report - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2010-2011, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Florida Forest Service Annual Report

FLORIDA FOREST SERVICE



ANNUAL REPORT
TO THE
ESCAMBIA COUNTY
BOARD OF COMMISSIONERS

FISCAL YEAR 2010-2011

Adam Parden, Forest Area Supervisor

Henry Thompson, Senior Forester

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY ANNUAL REPORT
FISCAL YEAR 2010/2011**

SUMMARY

Fire Control

For Fiscal year 2010-11, the Florida Forest Service responded to 70 wildfires in Escambia County. As a result, 497 acres were burned. A total of 419 burning authorizations were issued, covering 7,940 acres and 462 piles.

During the year, forest service employees presented fire prevention displays and programs to an estimated 1,880 citizens of Escambia County. Thirty landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire Departments were offered assistance through federal grants.

FIRE CONTROL PROGRAM

Wildfire activity this past year was well above average with 70 wildfires burning 497 acres. The number of fires and total acreage nearly doubled from last year. The reason for the increase in acreage and number of fires was because of the dry conditions we experienced last fall through this spring.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 8 fire prevention programs were presented to over 1,880 people. We assisted 30 landowners with either pre-suppression firelines or prescribed burning protecting a total of 1,383 acres.

The Florida Forest Service conducted a Certified Pile Burner course in Cantonment this past year. This course is designed to educate cooperators and the public on the safe and proper way to conduct pile burning.

We continue to work closely with all of the volunteer fire departments. This assistance is in the form of training and funding. In February of this year, the Florida Forest Service awarded the Molino Volunteer Fire Department a Volunteer Fire Assistance Grant. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. The Molino Volunteer Fire Department received a matching 50-50% grant to purchase a water pumper unit for their brush engine.

This will give the volunteer department an additional brush engine to cover their fire district and provide assistance to adjacent districts. Cross training was also performed with the Cantonment and Molino stations of Escambia Fire Rescue.

The Wildfire Mitigation Program is an ongoing project in the urban/interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The forest service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Pine Forest, and Ferry Pass. Mitigation in these areas helps to protect the following property values.

- 3,633 acres of timber resources estimated @ \$1,816,500.
- 771 dwellings/structures estimated @ \$106,523,000.

Some of our larger ongoing mitigation projects are the University of West Florida, Escambia County's Perdido Landfill, the Langley-Bell 4-H Center, and the Jones Swamp Nature Preserve.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and also the types of wildfires in the past year.

Burning Authorizations Summary

Blackwater Forestry Center
7/1/2010 through 6/30/2011

Escambia

Burn Type	Authorized Fires	Authorized Acres	Authorized Piles
Agricultural--Pasture	65	629	50
Agricultural--Range management	4	0	9
Agricultural--Stubble (post harvest)	1	34	0
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	8	0	8
Land clearing--Non-residential--Without ACI	13	11	60
Land clearing--Residential--With ACI	10	0	10
Land clearing--Residential--Without ACI	182	19	325
Silvicultural--Disease control	0	0	0
Silvicultural--Ecological	51	2,558	0
Silvicultural--Hazard removal	71	4,000	0
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	0	0	0
Silvicultural--Site preparation	13	688	0
Silvicultural--Wildlife	1	1	0
Total	419	7,940	462

Fires by Causes

Blackwater Forestry Center
07/01/2010 through 06/30/2011

Escambia

Cause	Fires	Percent	Acres	Percent
Campfire	3	4.29	18.4	3.70
Children	8	11.43	28.9	5.82
Debris Burn*	0	0	0.0	0
Debris Burn--Auth--Broadcast/Acreage	2	2.86	50.0	10.07
Debris Burn--Auth--Piles	0	0	0.0	0
Debris Burn--Auth--Yard Trash	7	10.0	6.4	1.29
Debris Burn--Nonauth--Broadcast/Acreage	2	2.86	12.0	2.42
Debris Burn--Nonauth--Piles	1	1.43	2.5	0.50
Debris Burn--Nonauth--Yard Trash	8	11.43	34.8	7.01
Equipment use*	0	0	0.0	0
Equipment--Agriculture	2	2.86	0.7	0.14
Equipment--Logging	0	0	0.0	0
Equipment--Recreation	0	0	0.0	0
Equipment--Transportation	0	0	0.0	0
Incendiary	1	1.43	15.0	3.02
Lightning	5	7.14	19.7	3.97
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous --Electric Fence	0	0	0.0	0
Miscellaneous --Fireworks	2	2.86	2.2	0.44
Miscellaneous --Power Lines	3	4.29	6.1	1.23
Miscellaneous --Structure	1	1.43	4.0	0.81
Miscellaneous--Other	1	1.43	0.5	0.10
Railroad	1	1.43	2.0	0.40
Smoking	1	1.43	0.1	0.02
Unknown	22	31.43	293.4	59.07
Total	70		496.7	

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL
REPORT
FISCAL YEAR 2010-2011**

SUMMARY

Over half of Escambia County is forest land, and about 122,000 acres are owned by individuals and corporations with less than 1,000 acres. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. A University of Florida analysis of the Forest products industry found that Escambia County's 250,000 acres of forestland directly contributes \$351 million to the local economy and provides 1,306 jobs. Forestry's indirect impacts add an additional \$313 million and 5,917 jobs.

The Cooperative Forestry program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The state Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. In 2010-2011, the forester visited all parts of the county with the exception of Santa Rosa Island. However, the majority of the assistance was in the rural parts of the county.

The county forester frequently speaks at schools and adult programs. In the 2010-2011 fiscal year, educational programs at schools and other venues directly reached an estimated 3,500 people.

County foresters occasionally are asked to assist with state management activities, disasters, and educational programs in other counties.

This past year, the county forester received 221 hours of training in forest land management and wildland fire control. The forester assisted private landowners with prescribed burning in Escambia County.

COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2010-2011

Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2010-2011 fiscal year, the forester handled 247 requests for assistance. 70 were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 177 landowner assistance visits to properties.

TYPE OF ASSISTS	NUMBER OF ASSISTS	ACRES
Management Plans		
Forest Stewardship Plans	3	447
General Forest Management Plans	7	424
Prescribed Burn Plans	4	186
Cost-Share Plans	28	638
TOTAL	38	1,695
Prescribed Burning Assists	48	1,506
GRAND TOTAL	86	3,201

New Landowners Assisted: 68

Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There are 47 landowners in Escambia County who have Stewardship Plans covering over 10,173 acres. There are nineteen landowners, totaling 6,815 acres that are certified Stewardship forest.

Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, and longleaf pine seedling planting. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2010-2011, 33 cost share plans were implemented for landowners who were to receive federal assistance on their property under the various programs mentioned. The forester wrote the planting plan and assisted the landowner before, during, and after their project, inspecting the work through site preparation, planting, and after-planting weed control.

Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2010-2011, the forester conducted 38 forest health inspections in Escambia County.

Information And Education

The County Forester presented 1 adult program and 3 children's programs between July 2010 and June 2011.

- Conducted a children's education program at the Fall Harvest Days at Langley Bell 4-H Camp.
- Committee member on the Escambia County Farm Tour.
- Blackwater Heritage Festival
- Participated in Northview High School's FFA Food for America program.
- Actively involved in Northview High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree giveaway at Lexington Terrace and Barrineau Park Community Center and also planted Southern Magnolia at each site.
- Webelos Den Meeting, helped 10 kids with their forestry patch, American Legion, Gulf Beach Hwy.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1504

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Appointment of a BCC Representative to the Merit System Protection Board

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Appointment of a BCC Representative to the Merit System Protection Board - Ron Sorrells, Human Resources Department Director

That the Board appoint Mrs. Sharon McHarris to the Merit System Protection Board as the Board of County Commissioners' (BCC) appointee, to serve a two-year term, effective October 1, 2011, through September 30, 2013, to replace Brenda Overton, whose term has expired.

BACKGROUND:

Due to the establishment of the Merit System Protection Board defined in Ordinance 2005-38, The Board of County Commissioners shall select one member of this five member Board. The Human Resources Department recommends the appointment of Ms. McHarris to this Board. Ms McHarris resume is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section IB, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

McHarris

7543 Lillie Lane
Pensacola, FL 32526

Home (850) 941-8056
Work (850) 444-6614
Fax (850) 444-6742
E-mail: spmcharr@southernco.com

Sharon McHarris

To provide exceptional value and direction as a creative and innovative leader within our city and the communities we serve.

Objective

Southern Company Experience

04-2002 – Present Gulf Power Company Pensacola, FL Employee Relations Analyst, Staff

- Completion of internal investigations including interviews with employees, supervisors or managers; resolution and presentation of recommendations to management regarding appropriate discipline when needed; provide leadership and guidance to management in accessing need for discipline/counseling/termination for active employees.
- Manage Equal Employment Opportunity Program for Gulf Power Company. Responsibilities include timely completion of EEO investigations and resolution, EEO-1 report analysis and completion, FCHR charge investigations and analysis, writing of position papers and completion of document requests.
- Manage Affirmative Action Program for Gulf Power Company. Responsibilities include AAP Plan administration, formal and informal presentations to departmental staff regarding goal status, consulting with executive management, their direct reports and first line managers regarding setting of goals and goal performance.
- Manage Unemployment Compensation Claim process for Gulf Power Company. Responsibilities include successful presentation of Gulf Power Company's case regarding claimant requests for unemployment compensation; effectively support Company attorneys in presenting Gulf Power case in matters of re-determinations and appeals.
- Co-management of Gulf Power Company Discipline Program. Responsibilities include consultation with Employee Relations Manager, review of discipline documentation; establishing set and deactivation dates for discipline documents, timely and accurate communication to management regarding need for deactivation of discipline documents from employee files.

1998– 03-2002 Gulf Power Company Pensacola, FL Senior Customer Service Analyst

- Served as liaison between Gulf Power Company and the Florida Public Service Commission in Consumer Affairs issues including handling of Commission inquiries and representation of Gulf's position during Public Service Commission meetings.
- Served as Industry Taskforce team member with the Florida Public Service Commission.
- Developed and managed the implementation of Gulf Power Company's Medically Essential Service Program.
- Developed and managed Special Projects regarding Customer Operations and Customer Service including Meter Reading Rerouting and Site Setups.

1995–1998 Gulf Power Company Atlanta, GA

CSS, Project Specialist

- Managed CSS issues for Gulf Power while providing leadership on the CSS Project Team.
- Served as contributing team member during the Design, Testing and Implementation phases of CSS for Gulf Power.
- Served as contributing team member during the Programming Phase of the CSS project in St. Petersburg, FL to provide critical operating company analysis and input.

1992–1995 Gulf Power Company Pensacola, FL

Supervisor Of Customer Service Center

- Provided successful leadership while working with our Customer Service Representatives in providing World Class Customer Service for internal and external customers.
- Served a catalyst for improved communications among Customer Service organizations within Southern Company as a member of the System Customer Service Team.

1988–1992 Gulf Power Company Pensacola, FL

Supervisor Of Collections

- Provided overall leadership for the Collections function for the Pensacola District.
- Facilitated successful transition to On-Line Cash System at all cash locations including Gulf's main office and satellite locations in Pensacola District.

1984–1988 Gulf Power Company Pensacola, FL

Supervisor Of Customer Records

- As Team Leader, ensured accurate and timely adjustment for accounts flagged for billing review.
- Managed Records Department work practices transition during Meter

Reading department change from paper documents to hand-held meter reading devices.

- Developed and maintained good relationships with city and county inspectors, permitting offices, builders and other external customers.

1976–1984 Gulf Power Company Pensacola, FL

Customer Service Representative

- Provided outstanding customer service to all customers, both internal and external.
- Provided training and motivation for new and existing customer service representatives.

Education

- Bachelors Degree, Human Resource Management, Faulkner University, Montgomery, AL

**Community
Involvement**

- Member of SHRM (Society for Human Resource Management, National and Local Chapter)
- Citizens Advisory Board Member, Pensacola Police Department 2009-2011, past member
- Program Director, Next Steps Youth Organization, 2008-2010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1505

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Recommendation Concerning Replenishment of the Sick Leave Pool

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Replenishment of the Sick Leave Pool for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the request that each member of the Sick Leave Pool be asked to contribute an additional six hours of sick leave, paid time off (PTO), or extended leave bank leave (ELB) from his or her official leave record to replenish the Sick Leave Pool, in accordance with the policy.

BACKGROUND:

The Sick Leave Pool is an employment benefit to supplement an employee's loss of income resulting from the employee's catastrophic illness, injury, or accident during the transition period between full-time employment and termination. The program has been in place since 1993 and presently has 324 active memberships. The program has assisted 51 employees and used over 6000 hours.

Per the policy if the Sick Leave Pool falls below 20% of the total leave contributed by active members each member shall be asked to contribute 6 hours of sick leave, PTO, or ELB from his or her official leave record (not to exceed 12 hours in any one fiscal year). This is the first time since the program has been established that members have been request to add hours to the program.

If a member chooses not to contribute to replenish the pool when such request is made and/or does not respond within 30 days will be dropped from the pool.

The Sick Leave Pool Committee members voted to bring this to the attention of the Board.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, County Attorney's Office, has reviewed the policy and deemed it legally sufficient in form.

PERSONNEL:

N/a

POLICY/REQUIREMENT FOR BOARD ACTION:

Sick Leave Pool – Section II, C.17, adopted March 24, 1993 with an effective date of April 22, 2010.

IMPLEMENTATION/COORDINATION:

This action will be implemented by the Human Resources Department, upon approval by the Board.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1431

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: United Way of Escambia County - "Day of Caring" - October 29, 2011

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning United Way of Escambia County "Day of Caring", October 28, 2011 - Patrick T. Johnson, Solid Waste Management Department Director

That the Board support the annual "Day of Caring", sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 28, 2011, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

BACKGROUND:

United Way's "Day of Caring" has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need in our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

BUDGETARY IMPACT:

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Division Managers will determine employee participation considering the workload of their divisions and staffing requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Should the Board authorize administrative leave for this activity, it will be in accordance with other categorical areas giving service to the public and the community.

IMPLEMENTATION/COORDINATION:

County employee participation will be coordinated with the United Way "Day of Caring" Committee and will be the responsibility of the Event Coordinator. Employee participation will be documented and confirmation will be provided to the respective divisions for payroll purposes.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1524

County Administrator's Report Item #: 11. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: Appointment to the Workforce Escarosa, Inc. Board of Directors

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Kelly Reeser, Existing Business & Workforce Manager, Pensacola Bay Area Chamber of Commerce, to the Workforce Escarosa, Inc., Board of Directors, as a private sector representative, for a three-year term, with the term of appointment to be effective October 6, 2011, through October 5, 2014.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Resume and Recommendation Letter for Kelly Reeser

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)
 Minority Owned

Name: Kelly Reeser Title: **Existing Business & Workforce Manager**

Business Name: Pensacola Chamber of Commerce
Address: 117 W. Garden St. Phone No.: 850-438-4081
Pensacola, FL FAX No.: 850-438-6369
E-Mail: kreeser@pensacolachamber.com
Cell Phone No.: 850-438-4081

Home Address: 1005 Durgin Way
Pensacola, FL 32514

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships
Olive Baptist Church Youth Volunteer

Board Memberships
None

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
Through my current position with the Pensacola Chamber in Workforce Development, I would like to be involved with Workforce Escarosa and contribute to the process of creating a seamless pipeline from the workforce to the employers.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes No

Please return this form along with your resume' to:

Pensacola Bay Area Chamber of Commerce
P.O. Box 550
Pensacola, FL 32593-0050

Phone No.: 438-4081
FAX No.: 438-6369



August 26, 2011

Mrs. Susan Nelms
Executive Director
9111 Sturdevant St # A
Pensacola, FL 32514

Dear Susan:

In response to the request for Pensacola Chamber involvement on the Regional Workforce Board of Directors, I would like to inform you that Kelly Reeser, our Existing Business and Workforce Manager, will be the Chamber's representative. As you know, Kelly is the primary staff contact for the Economic Development department's workforce initiatives. I believe she is ideally suited for the Board Position.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Kelly Reeser
Existing Business and Workforce Manager
Pensacola Bay Area Chamber of Commerce
117 West Garden Street
Pensacola, FL 32501

She can be contacted at the Chamber at (850) 438-4081, extension 238, by fax at (850) 438-6369, or by email at kreeser@pensacolachamber.com.

Thank you for your ongoing work to improve the employment opportunities for the Pensacola Bay Area.

Sincerely,

A handwritten signature in black ink, appearing to read "James N. Hizer". The signature is stylized and written over a white rectangular area.

James N. Hizer, CEcD, CCE
President/CEO

KELLY B. REESER
1005 DURGIN WAY • PENSACOLA, FLORIDA
850.384.0962 • KREESER@PENSACOLACHAMBER.COM

QUALIFICATION SUMMARY

Diverse education and professional experience. Highly proficient in Spanish and technically proficient in MS Word, Excel, Power Point, Outlook and the internet. Excellent ability to plan, organize, and execute tasks; highly developed interpersonal communication and public speaking skills.

PROFESSIONAL EXPERIENCE

- Pensacola Bay Area Chamber of Commerce May 2011 – Present
Existing Business & Workforce Manager, Economic Development
- Create a program for the business retention and expansion efforts for Escambia County
 - Meet with industry leaders, plant managers, and senior staff to assess their current situation and provide appropriate assistance
 - Coordinate the workforce efforts to create a talent pipeline from the secondary education level through the post-secondary education institutions to meet the needs of the industry base
- Knightsbridge Partners, Buenos Aires April – December 2009
Business Development Intern
- Assisted with the formation and development of the *Gulf Latin America Leaders Council*, a non-profit promoting investment opportunities between the Arab Gulf and Latin America
 - Scripted and edited content for the non-profit webpage and informational documents
 - Provided executive support to the partners in tasks ranging from coordinating daily business endeavors to organizing business meetings, travel and professional development activities
 - Aided in cross-cultural business communication with diplomats, key dignitaries and industry leaders
- Pensacola Bay Area Chamber of Commerce November 2008 - March 2009
Economic Development Intern
- Developed procedural policy for the *Gulf Coast Center for Innovation and Entrepreneurship*, a high technology small-business incubator
 - Edited and conceptualized a site map for the incubator webpage
 - Directly assisted the Vice President for Entrepreneurial Development in coordinating meetings, events, and forums to build the entrepreneurial community
- Escambia County School District 2006 - 2007
High School Spanish Teacher
- Created lesson plans and facilitated learning for 150 Spanish students in grades 9-12
 - Planned and executed specific activities to elucidate subject matter
 - Fostered a dynamic learning environment through effective communication and organizational skills
 - Utilized interactive web-based tools to prepare progressive lesson plans

Middle School Integrated Sciences Teacher

2005-2006

- Prepared creative lesson plans and facilitated learning for 160 Science students in grade 7
- Planned and executed specific labs to accompany subject matter
- Implemented unique disciplinary system to maintain group cohesion

EDUCATION

Georgetown University, Washington, D.C.

Graduated May 2010

National University of San Martín, Buenos Aires, Argentina

Master of Arts in Development Management and Policy

Thesis: *Policy, Practice and Review: Evidence Based Practices in Autism Spectrum Disorders*

Southern Methodist University, Dallas, TX

Graduated Cum Laude May 2004

Bachelor of Arts in Spanish

Bachelor of Arts in Latin American Studies

Minor in Chemistry

La Fundación José Ortega y Gasset, Madrid, Spain

Fall 2002

SMU Study Abroad Program specializing in Spanish government and culture studies

HONORS

Richter International Fellowship Research Grant Recipient

Team Research—Split, Croatia; Innsbruck, Austria; London, England

- Conceptualized, drafted and received an \$18,000 grant to research the trends of evangelical Christianity at the proposed sites
- Networked and organized meetings with more than 25 community and church leaders
- Collaborated with a multi-member team to produce a full length video documentary of the research findings

Independent Research—Lima, Peru; La Plata, Argentina

- Conceptualized, drafted and received a \$4,900 grant to research the aims and achievements of Christian evangelical missions at the proposed sites
- Provided translation services for a medical team in the Peruvian jungle
- Facilitated conversation in English clubs at the University of La Plata, Argentina
- Conducted qualitative research on the history of religion through observation and interview

Southern Methodist University

- Hunt Leadership Scholar Competitive four-year scholarship awarded to students with outstanding leadership and academic performance
- University Honors Program Graduate with honors in Liberal Arts
- Most Outstanding Latin American Studies Student
- Honor Roll – Top 15% of graduating class

COMMUNITY INVOLVEMENT

Olive Baptist Church 2008 – present

Middle School Youth Volunteer—Pensacola, FL

- Assist with the student ministry of approximately 120 children in grades 6, 7 and 8
- Mentoring young girls by helping with homework and social skills
- Created a small group for 25 girls to teach skills about social interactions and Biblical life principles
- Developed curriculum for small group study and daily homework for 30 week-long lessons



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1567

County Administrator's Report Item #: 11. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/06/2011

Issue: District 2 Appointment to Marine Advisory Committee

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Confirmation of an Appointment to the Marine Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Commissioner Gene Valentino's appointment of Merrick VanLandingham, to the Marine Advisory Committee, effective October 6, 2011, replacing Mike Harrell, who resigned. This appointment will run concurrent with Commissioner Valentino's term of office or at his discretion.

BACKGROUND:

Mr. VanLandingham has expressed a willingness to serve on the Marine Advisory Committee. His Resume is provided for the Board's 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

Resume

September 27, 2011

Mr. Gene Valentino
County Commissioner, Escambia County, District 2
221 Palafox Place, Suite 400
Pensacola, FL 32502
district2@co.escambia.fl.us

Dear Mr. Valentino,

As per our discussion yesterday I am requesting your consideration for appointment to the next available position on the Marine Advisory Committee.

My name is Merrick VanLandingham. I am originally from Mobile, AL. My father was a boat builder and I have spent most of my life in and on the water. My wife and I moved to Pensacola in 1997 and have put down roots here as property and business owners. We have a wonderful 2 year old son and plan on spending the rest of our days in this community. That said, I have a passion not only for our local quality of life but also for the health of our aquatic resources. As a stakeholder I want to help ensure that our community and local environment remain a decent and healthy place in which to live.

I hope you will find in my attached CV that I have both the experience and technical expertise working within Escambia County's marine environment to competently and professionally execute the duties required of this position. I possess a somewhat unique skill set which I believe would make me an asset to this committee.

I have had a very solid working relationship with both the county and its Marine Resources division for many years. Additionally, I have good rapport with many of the currently serving members of the committee.

I have served on several boards of directors in the past and am familiar with how to operate within them. Given the opportunity I will faithfully execute the role of a volunteer in the service of our community. I am dedicated to professionalism in my business endeavors and will bring that same dedication to the MAC member position.

I ask that you give my proposal consideration that I may have the opportunity to give a little of my time to a community that has given me so much.

Thank you very kindly for your consideration.

Sincerely,

Merrick VanLandingham P.D.E.
3503 Andrew Ave.
Pensacola, FL 32505
850-501-6350
merrickv@gmail.com

Resume attached

Merrick VanLandingham P.D.E.
3503 Andrew Ave.
Pensacola, FL 32505
850-501-6350
merrickv@gmail.com

CURRICULUM VITAE – ENVIRONMENTAL, RECREATIONAL AND COMMERCIAL-MARITIME

Williams Environmental	1994 – 1997
Grey and Black Water treatment plant manager, contaminated water remediation	
PADI (Professional Association of Diving Instructors) Dive Master	1997
NAUI (National Association of Underwater Instructors) Instructor	August 2000
NAUI First Aid Instructor	August 2000
CPR, Emergency Oxygen Administration, AED, Blood borne Pathogens, Hazardous Marine Life Injuries	
General Manger, G.C.P.D. Inc., dba Dive Pros	June 2001-Present
PSI Certified Inspector	September 2000
NAUI Training Director	May 2004
O.R.G. Search and Recovery Divers LLC, President	2005 - Present
Deep water diver recovery and consultant services	
DAN O2 Provider Instructor	July 2004
Emergency first Response Instructor	September 2004
First Aid, CPR, AED Instructor for adults, children, and infants	
Contract Commercial Diver, FEMA	2004 -2005
NAUI Instructor Trainer	June 2010
OUPV Coast Guard Captain (final certification pending)	February 2011

OTHER CERTIFICATIONS AND JOB EXPERIENCE:

Training Consultant, EPA Scientific Diver Program

Dive Team Training Consultant, Pensacola Police Department

Dive Team Training Consultant, Trainer, Santa Rosa County Sheriff's Department

Gas Blending Instructor – Air, Enriched Air Nitrox, Normoxic Trimix, Hypoxic Trimix, Heliox

Breathing Air Compressor Technician; Bauer Compressors, Mako Compressors

NAUI Technical Diver

Florida Certified Pool Operator

BOARDS AND ORGANIZATIONS

DEMA (Diving Equipment and Manufacturers Association) – CHARTER MEMBER

Florida Association of Dive Operators

OTHER BUSINESS EXPERIENCE

OWNER, VAN'S CONSTRUCTION

1994 – 1997

PRESIDENT, GULF COAST CONDO GROUP, LLC

2005 -PRESENT

VICE PRESIDENT, OFFICE SOLUTIONS, INC.

2004-PRESENT

REFERENCES

Kevin Freeland, President, G.C.P.D. Inc., dba Dive Pros 850-776-0660

Capt. Robert Turpin, Chief of Marine Resources, Escambia County, 850-595-4395

Jed Campbell, EPA Gulf Ecology Division Scientist, Scientific Diver Program Director 850-932-9395



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1514

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: SBA#002 - Sheriff's Department Grants

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110) in the amount of \$2,788,739, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for law enforcement activities with the Escambia County Sheriff's Department.

BACKGROUND:

The Sheriff's Department has received various law enforcement grant funds, this SBA recognizes those funds for use by the Sheriff's Department.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$2,788,739.

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#002

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's Office has received multiple Grants for Law Enforcement activities in the County, and these revenues must be recognized and appropriated in the 2011/2012 fiscal 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, 2012:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
JAG #2009DJBX1286	110	331250	156,645
COPS Hiring Grant	110	331252	1,787,307
Bullet Proof Vest Grant	110	331208	28,069
Gang Stimulus #2009SBB92630	110	331254	508,000
JAG #2010DJBX1487	110	331264	135,000
JAG #2011DJBX0101	110	3312xx	173,718
Total			\$2,788,739

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/540183	58101	156,645
Aids to Governmental Agencies	110/540185	58101	1,787,307
Aids to Governmental Agencies	110/540152	58101	28,069
Aids to Governmental Agencies	110/540187	58101	508,000
Aids to Governmental Agencies	110/540192	58101	135,000
Aids to Governmental Agencies	110/5401xx	58101	173,718
Total			\$2,788,739

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
#2



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1467

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: SBA#314 - Sheriff Off-Duty Employee Reimbursements

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #314 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #314, General Fund (001) in the amount of \$20,882, to recognize revenue from off-duty employee reimbursements, and to appropriate these funds for the Sheriff's Department operational activities.

BACKGROUND:

These funds are for off-duty employment reimbursement expenses for deputies and other personnel that have other jobs and use equipment furnished by the Sheriff's Department.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$20,882.

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#314

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 reimbursements from off-duty officers, for related off-duty employment expenses incurred by the Sheriff's Office, these funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

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

General Fund Fund Name	1 Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	20,882
Total			\$20,882

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	20,882
Total			\$20,882

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
#314



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1469

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: SBA#316 - Sale of Sheriff's Department Vehicles

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #316 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #316, Local Options Sales Tax (LOST) III Fund (352) in the amount of \$91,660, to recognize revenue from the sale of vehicles and equipment, and to appropriate these funds for capital purchases in the Sheriff's Budget.

BACKGROUND:

The Sheriff held an auction recently and sold older vehicles and equipment, these proceeds will be placed back into the Sheriff's LOST allocations for future equipment purchases.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$91,660.

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#316

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 revenues from the sale of vehicles, these funds must now be recognized and appropriated back in 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:

LOST III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Sale of Equipment	352	364002	91,660
Total			\$91,660

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	352/540115	56401	91,660
Total			\$91,660

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
#316



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1495

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Allocation of Funds for the Florida Association of Counties

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Allocation of \$15,000 to the Florida Association of Counties - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a special allocation of \$15,000, from the General Fund (001) Reserves for Operating, to the Florida Association of Counties (FAC) for lobbying services as it relates to the BP Oil Spill.

[Funding: General Fund (001)]

BACKGROUND:

This special allocation will allow FAC to continue lobbying efforts on behalf of the impacted Counties on matters concerning the Deepwater Horizon Oil Spill.

BUDGETARY IMPACT:

Funds will be allocated from the General Fund (001), Reserves for Operating.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1497

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Escambia County Area Transit HVAC Renovation, PD 10-11.074

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Area Transit HVAC Renovation PD 10-11.074
- Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Vision Construction, Ent., Inc., in the base bid amount of \$116,722, plus bid alternate #1, in the amount of \$6,277, bid alternate #2, in the amount of \$19,234, and bid alternate #3, in the amount of \$21,800, for a total Contract award of \$164,033, for the Escambia County Area Transit HVAC Renovation, PD 10-11.074.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 270315, Capital Project # FL 90X728, and Object Code 56201 Buildings]

BACKGROUND:

The Office of Purchasing advertised the project in the Pensacola News Journal on September 15, 2011. The project was noticed to seventeen contractors and two bids were received.

BUDGETARY IMPACT:

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 270315, Capital Project # FL 90X728 and Object Code 56201, Buildings]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tabulation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1512

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Owner Direct Purchases that Exceed \$50,000 for PD 10-11.072 Molino School Renovation & Restoration Tax Collector/Property Appraiser Offices & Site Work

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Owner-Direct Purchases that Exceed \$50,000, for PD 10-11.072, Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work - Amy Lovoy Management and Budget Services Department Director

That the Board authorize the County Administrator to approve and execute any Purchase Order for Owner-Direct Purchases that exceed \$50,000, for PD 10-11.072, Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work, subject to approval of award by the Board to Birkshire Johnstone, LLC, on October 6, 2011, in the amount of \$2,950,000, which includes the base bid and additive alternates 1,2,3,4 and 5.

[Funding: Fund 351, LOST II, Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

BACKGROUND:

PD 10-11.072 was advertised in the Pensacola News Journal on August 1, 2011 and is set to be awarded by the Board on October 6, 2011. Escambia County intends to directly purchase some of the material items included in the \$2,950,000 and will deduct those amounts from the contract total.

BUDGETARY IMPACT:

[Funding: Fund 351, LOST II Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts and FS 212.08 (8.1).

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1508

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Owner Direct Purchases that Exceed \$50,000 for PD 10-11.054, Escambia County Video Visitation and Sheriff's Training Facility

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Owner-Direct Purchases that Exceed \$50,000 for PD 10-11.054, Escambia County Video Visitation and Sheriff's Training Facility - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to execute any Purchase Order for Owner-Direct Purchases that exceed \$50,000, for PD 10-11-054, Escambia County Video Visitation and Sheriff's Training Facility, awarded by the Board to A.E. New Jr., Inc., on July 21, 2011, in the amount of \$3,919,200, which includes the base bid and additive alternates 1,2,3,5 and 6.

[Funding: Fund 352, LOST III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project #10SH0663]

BACKGROUND:

PD 10-11.054 Escambia Count Video Visitation and Sheriff's Training Facility was advertised in the Pensacola News Journal on May 31, 2011 and awarded on July 21, 2011. Escambia County intends to directly purchase some of the material items included in the total of \$3,909,200 and will deduct those amounts from the contract total.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project#10SH0663]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts and FS 212.08 (8.1).

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1507

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval to Issue Fiscal Year 2011-2012 Purchase Orders Totaling \$50,000 or Greater

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to Issue Fiscal Year 2011-2012 Purchase Orders Totaling \$50,000 or Greater for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the following amounts for Fiscal Year 2011-2012 to issue Purchase Orders and/or Blanket Purchase Orders from previously-awarded or approved annual requirement Contracts or Contractual Agreements, as follows:

Contractor/Not-to-Exceed Amount/Contract

A. Delta Dental Insurance Company - \$670,000 - PD 02-03.61

Vendor # 040643

Dental Insurance

Cost Center 150109

Claims - \$600,000/Admin - \$70,000

B. Blue Cross Blue Shield of Florida - \$13,405,000 - PD 08-09.042

Vendor #023808

Health Insurance

Cost Center 150108

C. Standard Life Insurance Company - \$370,000 - PD 08-09.042

Life Insurance

Cost Center 150110

D. Occupational Health Center of Southwest P.A. - \$546,852 - PD 09-10.005

DBA Concentra Medical Center

Health Clinic

Cost Center: 150108

[Funding Source: 501, Internal Service Fund]

BACKGROUND:

The Human Resources Department has 5 Purchase Orders that, during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2011 is essential to ensure continuity of benefits for employees and retirees.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund Code 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services. The Human Resources Department will coordinate with the Office of Purchasing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1470

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Extension of Disaster Management Consultant Services Agreement, PD 09-10.061

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Extension of Disaster Management Consultant Services Agreement, PD 09-10.061 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a one-year extension to the multiple-award Contracts for Disaster Management Consultant Services, PD 09-10.061, to Witt Group Holdings, LLC, and PB Americas, Inc., with the effective date of August 19, 2011, with no change to terms and conditions.

[Funding: Disaster Recovery Fund (112)]

BACKGROUND:

Disaster management consultant(s) will assist the County with services designed to help maximize disaster recovery funding from all available sources including FEMA and the State of Florida, expedite recovery processes and serve as general consultants.

BUDGETARY IMPACT:

Services under this Contract will only be utilized in the event of a declared disaster. Funding for these services will come from FEMA, the State of Florida and Escambia County based on the matching percentages for the particular event.

[Funding: Disaster Recovery Fund (112)]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1407

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Sitework PD 10-11.072

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC in the base bid amount of \$2,800,000 plus bid alternate #1, in the amount of \$40,000, bid alternate #2, in the amount of \$31,000, bid alternate #3, in the amount of \$13,000, bid alternate #4, in the amount of \$46,000, and bid alternate #5, in the amount of \$20,000, for a total Contract award of \$2,950,000, for the Molino School Renovation and Restoration, Tax Collector/Property Appraiser and Site Work, PD 10-11.072.

[Funding: Fund 351, LOST II; Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

BACKGROUND:

The Office of Purchasing advertised the project in the Pensacola News Journal August 1, 2011. There were 34 contractors on plan holders and we received 8 bids and 1 no bid.

BUDGETARY IMPACT:

[Funding: Fund 351, LOST II; Fund 352, LOST III, Cost Centers 110224 and 110267 and Object Code 56201]

LEGAL CONSIDERATIONS/SIGN-OFF:

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; Exemption; and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract.

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1498

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies from the 4th Cent Tourist Promotion Fund

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies from the 4th Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African American Heritage Society, Inc. - \$25,000.00
2. Art, Culture and Entertainment - \$250,000.00
3. West Florida Historic Preservation, Inc. - \$70,000.00
4. Naval Aviation Museum Foundation, Inc. - \$200,000.00
5. Pensacola Museum of Art, Inc. - \$15,000.00
6. St. Michael's Cemetery Foundation of Pensacola, Inc. - \$25,000.00
7. Pensacola Bay Area Chamber of Commerce, Inc. - \$600,000.00

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N /A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

4th Cent Agreements

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
AFRICAN AMERICAN HERITAGE SOCIETY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African American Heritage Society, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 200 East Church Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-3022641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

African American Heritage Society, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

AFRICAN AMERICAN HERITAGE SOCIETY, INC.

By: _____
Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

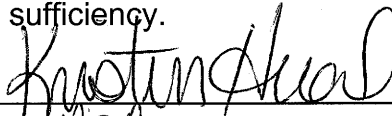
By: 
Title: ACA
Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION African American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ 10,500.00
SUPPLIES \$ 300.00
TRAVEL \$ _____
UTILITIES \$ 4,000.00
EQUIPMENT (Unit Cost \$1,000 or more) \$ _____

OTHER RECURRING COSTS:

Telephone/Internet \$ 2,000.00
Postage \$ 500.00
Printing \$ 500.00
Landscape/Maintenance \$ 300.00
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ 3,300.00

OTHER NON-RECURRING COSTS

Heritage Programs \$ 6,900.00
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ 6,900.00

GRAND TOTAL \$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

African-American Heritage Society Yearly Programs including participating in the Pensacola Film Festival; Florida Black Heritage Trail Documentary Series, and the Downtown Arts Gallery Night.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ART, CULTURE, AND ENTERTAINMENT, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Art Culture and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to the arts which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$250,000.00 to conduct a program generally described as:

Art, Culture, and Entertainment, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$250,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a list of qualified sub-recipients to whom Recipient shall distribute said funds in furtherance of the program described in Exhibit "A". Disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required list of sub-recipients which is due on or before submission of the first invoice for appropriations payments.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ART, CULTURE, AND ENTERTAINMENT, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Deval

Title: HCA

Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Art, Culture, and Entertainment, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____
SUPPLIES\$ _____
TRAVEL.....\$ _____
UTILITIES.....\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Grants to Escambia
Organizations\$ 250,000.00
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ 250,000.00

GRAND TOTAL\$ 250,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Grants to Escambia Arts Organizations using TDC funds:

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WEST FLORIDA HISTORIC PRESERVATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 120 Church Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 23-7009319 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$70,000.00 to conduct a program generally described as:

West Florida Historic Preservation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$70,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Neal

Title: ACA

Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS	\$ _____
SUPPLIES	\$ <u>14,000.00</u>
TRAVEL.....	\$ _____
UTILITIES.....	\$ <u>6,000.00*</u>
*McVoy House – Student Residential Housing EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____

OTHER RECURRING COSTS:

<u>Printing</u>	\$ <u>23,000.00</u>
<u>Advertising</u>	\$ <u>13,000.00</u>
<u>Photography</u>	\$ <u>4,000.00</u>
<u>Insurance</u>	\$ <u>10,000.00</u>
_____	\$ _____

TOTAL OTHER RECURRING COSTS \$ 50,000.00

OTHER NON-RECURRING COSTS

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 70,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc.

These funds assist in supporting the ongoing services provided to the County by the West Florida Historic Preservation, Inc. This includes historic preservation, changing exhibits, operation of Historic Pensacola Village, consultation with county staff and residents on preservation activities as well as research planning and grants. This funding demonstrates the county's contribution in response to UWF's appropriation of over \$650,000/year.

EXHIBIT “B”

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
NAVAL AVIATION MUSEUM FOUNDATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Naval Aviation Museum Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$200,000.00 to conduct a program generally described as:

Naval Aviation Museum Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$200,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Akal

Title: HCA

Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____

SUPPLIES \$ _____

TRAVEL..... \$ _____

UTILITIES..... \$ _____

EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

Remaining construction related expenses for the renovation and expansion of the Naval Aviation Museum \$ 100,000.00

Outfitting and scenic design for the Flight Academy to include furniture, fixtures, technology procurement \$ 100,000.00

TOTAL OTHER NON-RECURRING COSTS \$ 200,000.00

GRAND TOTAL \$ 200,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Naval Aviation Museum Foundation, Inc. – construction related expenses for the renovation and expansion of the Naval Aviation Museum for the Naval Flight Academy.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA MUSEUM OF ART, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Museum of Art, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 407 South Jefferson Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0785780 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to the arts which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$15,000.00 to conduct a program generally described as:

Pensacola Museum of Art, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011 and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$15,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA MUSEUM OF ART, INC.

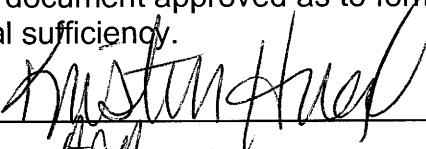
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: 

Title: ACM

Date: 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Museum of Art, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL.....\$ _____

UTILITIES.....\$ _____

EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Advertising/marketing \$ 15,000.00

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ 15,000.00

GRAND TOTAL\$ 15,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Pensacola Museum of Art, Inc.

This includes billboard production and hanging.

Promotional brochures and newsletters, invites and announcements.

Banner production installation.

Television spot production and airtime.

Paid print advertising.

Rack card production and distribution.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October, 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and St. Michael's Cemetery Foundation of Pensacola, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 13602, Pensacola, Florida 32591 and a Federal Tax Identification Number of 59-3641870 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

St. Michael's Cemetery Foundation of Pensacola, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.

By: _____
Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

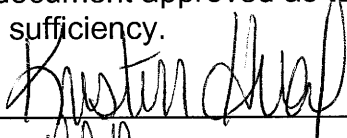
By: 
Title: ACA
Date: 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION St. Michael's Cemetery Foundation of Pensacola, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL.....\$ _____

UTILITIES.....\$ _____

EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Maintenance and \$ 23,000.00
Conservation

Public Benches (4) \$ 2,000.00

TOTAL OTHER NON-RECURRING COSTS\$ 25,000.00

GRAND TOTAL\$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

St. Michael's Cemetery Foundation of Pensacola, Inc. will use the County funds for maintenance and Conservation of St. Michael's Cemetery.

EXHIBIT “B”

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$600,000.00 to conduct a program generally described as:

Tourism Administration Convention Committee

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$600,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-1012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Huel

Title: HCA

Date: 9/21/11

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Pensacola Bay Area Chamber of Commerce – Tourism Administration Convention Committee

The Pensacola Convention & Visitor Information Center serves as the sole **Destination Marketing Organization (DMO)** for Escambia County covering Pensacola, Pensacola Beach and Perdido Key. Our efforts support general tourism, festivals, events and the area's hundreds of businesses dependent upon the tourist industry throughout the year. Our marketing budget, comprised of public and private funds, is directed toward the following programs:

- Increase the area's **convention and conference business** through proactive sales initiatives and convention services, concentrating on the SMERF markets within our region and nationally.
- Increase the area's **motorcoach and travel agent business** through proactive sales and recruitment initiatives within industry associations and trade shows (i.e. National Tour Association, American Bus Association, AAA, Southeast Tourism Society, etc.)
- Develop, implement and track a market-driven **advertising and promotion strategy** to the leisure traveler through identified geographic and demographic markets.
- Increase the area's positive editorial exposure internationally through a **proactive public relations** plan that generates more than \$6 million in equivalent advertising value.
- Leverage the budget and expand markets through active participation in **regional partnerships** with SouthCoast USA, Southeast Tourism Society and Visit Florida in programs that ultimately increase the area's tourism business.
- With more than 150,000 visitors to the center annually, provide the area's only **full-service Visitor Information Center**, emphasizing warm, friendly service and interactive experiences and service as a comprehensive clearing-house for area amenities, activities, events and attractions.
- **Provide staff and leadership** for numerous local industry organizations including the Hospitality Roundtable (HRT), Tourism Administration and Convention Committee (TACC), The Pensacola Area Lodging Council (PALC), Hospitality Industry Professional Program (HIP) and others.
- Foster state-of-the-art **ecommerce marketing programs** maximizing the unlimited reach and branding available through our website and e-communications.
- Produce creative, artful and imaginative **print collaterals** responding to inquiries from leisure travelers, group planners, media and other tourism professionals.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1506

County Administrator's Report Item #: 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Miscellaneous Appropriations Agreement for Gulf Coast Indian Association, Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreement for Gulf Coast Indian Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Gulf Coast Indian Association, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Gulf Coast Indian Association, Inc., in the amount of \$60,000, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;

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

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Coast Indian Association

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
GULF COAST INDIAN ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Indian Association, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2305 West Cervantes Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3709941 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by promoting and advertising various events which attract thousands of visitors to the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$60,000.00 to conduct a program generally described as:

Gulf Coast Indian Association, Inc. National Volleyball Tournament

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$60,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

GULF COAST INDIAN ASSOCIATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristina Hnal
Title: ACH
Date: 9/22/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Gulf Coast Indian Association, Inc.

APPROVED BUDGET

ITEMS	AMOUNT
Tournament Venue	\$2,000.00
Insurance	\$500.00
Security	\$1,000.00
Advertising	\$12,500.00
Trophies	\$2,200.00
Purse	\$5,000.00
General Admin Cost	\$5,000.00
Dinner Venue	\$2,550.00
Equipment/Rental	\$3,000.00
Promotional Items	\$3,000.00
Banners	\$1,250.00
Entertainment	\$20,000.00
Sound & Lighting	\$1,500.00
Misc. Supplies	\$500.00
TOTAL EST. COST	\$60,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

National Volleyball Tournament to be held in Pensacola, Florida on November 18-20, 2011.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1494

County Administrator's Report Item #: 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - \$40,000.00
2. Escambia Community Clinics, Inc. - \$318,109.00
3. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - \$230,000.00
4. United Way of Escambia County, Inc. (First Call for Help) - \$35,000.00
5. Pensacola-Escambia Human Relations Commission - \$88,700.00
6. Pensacola's Promise, Inc., d/b/a Chain Reaction - \$20,000.00
7. Wildlife Sanctuary of Northwest Florida, Inc. - \$32,580.00

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

General Fund Agreements

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 875 Royce Street, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1373939 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Council on Aging of West Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *Justin Chas*
Title: ACA
Date: 9/21/11

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as local match for federal and state funded home and community based services for the elderly. The following sources provide funding:

- Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- Congregate Meals
- Recreation
- Transportation
- Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, Escort, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- Senior Companions
- Retired Senior & Volunteer Program (RSVP)

This appropriation will assist in the provision of services to at least 2,000 elderly individuals residing in Escambia County, Florida. This appropriation provides match for \$400,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives \$2,556,507 in federal/state funds that require a local match of \$1 for every \$9 in federal/state funding (\$255,650.70 required in local match).

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COMMUNITY CLINICS, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2200 North Palafox Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3105246 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$318,109.00 to conduct the program generally described as:

Escambia Community Clinics, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$318,109.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COMMUNITY CLINICS, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristina Neal

Title: ACA

Date: 9/21/11

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia Community Clinics, Inc.

The mission of Escambia Community Clinics, Inc. is to provide outpatient primary care services to the indigent, medically needy and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion.

Provision of outpatient indigent health care to Escambia County residents who fall under the 150% level of the Federal Poverty Guidelines as published in the Federal Register.

Care provided includes urgent, non-emergent and follow-up health care services delivered by staff physicians of Escambia Community Clinics. All laboratory, x-ray and diagnostic services are included in care.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC.,
D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3636-D North "L" Street, Suite A, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3683227 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for those youngsters who might not otherwise have the opportunity to reach their lives' potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$230,000.00 to conduct the program generally described as:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of
Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$230,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By Kristina Neal

Title ACA

Date 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia County School Readiness Coalition, Inc., d/b/a
Early Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____
SUPPLIES\$ _____
TRAVEL.....\$ _____
UTILITIES.....\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

Direct Services Subsidized
Childcare for low income
Families\$ 230,000.00
.....\$ _____
.....\$ _____

TOTAL OTHER RECURRING COSTS\$ 230,000.00

OTHER NON-RECURRING COSTS

.....\$ _____
.....\$ _____
.....\$ _____
.....\$ _____

TOTAL OTHER NON-RECURRING COSTS\$ 230,000.00

GRAND TOTAL\$ 230,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will be to provide the local match to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the \$230,000 provided by Escambia County will enable us to obtain \$4,700,000 in State/Federal funding, giving us \$5,000,000 to provide childcare assistance to working poor families. At an average monthly cost per child of \$325/child/month, this \$5,000,000 will provide childcare for more than 1,275 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. Children receiving these early learning program services will also receive the benefits of the Food Program, health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

Through a contract with Children's Services Center, the Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provide consumer education and referral services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs. Some services may be provided by other public or private agencies under contract to the Coalition but responsibility for management oversight of these services remains with the Coalition.

Specific tasks provided for through this funding include:

- T Placement of more than 1,275 children per month in early learning and child care arrangements.
- T Development of assessment of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- T Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- T Provision of referrals for early learning and child care programs for each parent receiving assistance.
- T Implementation of needs assessments for every parent with a child placed in care through county funds.
- T Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
UNITED WAY OF ESCAMBIA COUNTY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0651076 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$35,000.00 to conduct the program generally described as:

First Call for Help for Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$35,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Hood

Title: ACA

Date: 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION United Way of Escambia County, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>35,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>35,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the First Call for Help for Escambia County Program.

The First Call for Help Program is a comprehensive community information and referral service available to every county resident at no charge, 8 am to 5 pm, Monday through Friday.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA-ESCAMBIA HUMAN RELATIONS COMMISSION**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola-Escambia Human Relations Commission, a non profit corporation authorized to do business in the State of Florida, with administrative offices at 14 West Jordan Street, Suite 2E, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$88,700.00 to conduct the program generally described as:

Pensacola-Escambia Human Relations Commission

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$88,700.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA-ESCAMBIA HUMAN RELATIONS COMMISSION

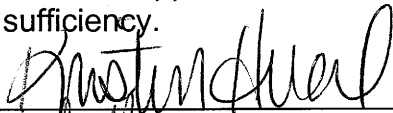
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By 

Title Act

Date 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola-Escambia Human Relations Commission

APPROVED BUDGET

SALARIES AND BENEFITS\$ 57,912.00
SUPPLIES.....\$ _____
TRAVEL.....\$ _____
UTILITIES.....\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

Health Insurance \$ 29,997.24
Expenses \$ 790.76
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 30,788.00

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL\$ 88,700.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia-Pensacola Human Relations Commission: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 840 West Moreno Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 20-5966578 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places and structured activities during out of school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$20,000.00 to conduct the program generally described as:

Pensacola's Promise, Inc., d/b/a Chain Reaction

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$20,000.00 for the program of activity payable semi-annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA'S PROMISE, INC., d/b/a Chain Reaction

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By *[Signature]*
Title *ACM*
Date *9/21/11*

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola's Promise, Inc., d/b/a Chain Reaction

APPROVED BUDGET

SALARIES AND BENEFITS \$ 20,000.00
SUPPLIES \$ _____
TRAVEL \$ _____
UTILITIES \$ _____
EQUIPMENT (Unit Cost \$1,000 or more) \$ _____

OTHER RECURRING COSTS:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 20,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola's Promise, Inc., d/b/a Chain Reaction

Chain Reaction is the local teen volunteer center for 13-18 year-olds; we are teen-directed, teen-driven, and teen-Organized. Teenagers are not told what to do, but rather are asked what they think should be done. Chain Reaction empowers teens to change their world through volunteerism.

Chain Reaction unleashes the power of teens by creating a culture in which teens are given opportunities to positively impact their community. We will continue to grow Chain Reaction through increased leadership programs, volunteer opportunities, and civic action opportunities. Our goals for 2011-2012 are:

- 1,000 teens will volunteer in our community through Chain Reaction
- 70 non profit agencies will partner with Chain Reaction to complete 700 volunteer projects
- And 140,000 people will be impacted through our volunteer efforts.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-2222303 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$32,580.00 to conduct the program generally described as:

Wildlife Sanctuary of Northwest Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011 and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$32,580.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FT2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

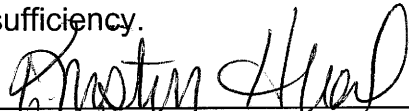
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: 

Title: ACT

Date: 9/21/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Wildlife Sanctuary of Northwest Florida, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>19,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
<u>Audit</u> _____	\$ <u>4,500.00</u>
<u>Printing (to include newsletter, flyers, educational information etc.</u>	\$ <u>4,000.00</u>
<u>Building Security</u> _____	\$ <u>240.00</u>
<u>Facility Needs</u> _____	\$ <u>2,000.00</u>
<u>Outdoor Exhibit Needs</u>	\$ <u>2,840.00</u>
TOTAL OTHER NON-RECURRING COSTS	\$ <u>13,580.00</u>
GRAND TOTAL	\$ <u>32,580.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Wildlife Sanctuary of Northwest Florida, Inc.

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups and the general public learn about their impact on Florida's wildlife so that they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private and human resources to provide care, create natural habitats and promote wildlife preservation through education.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1493

County Administrator's Report Item #: 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Bay Area Chamber of Commerce, Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc. (Banks Enterprise 2011 Fall Festival) - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement in the amount of \$165,000, to conduct a program described as Banks Enterprise 2011 Fall Festival, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BanksAgreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011¹² (October 1 through September 30), the sum of \$165,000.00 to conduct a program generally described as:

BANKS ENTERPRISE 2011 FALL FESTIVAL

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

5. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of

general State or local government and are not allowable; or

6. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

7. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$165,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A" within 30 days after the close of the fiscal year (September 30, 2012). Such report will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Huel

Title: HCIT

Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola Bay Area Chamber of Commerce, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____

SUPPLIES \$ _____

TRAVEL..... \$ _____

UTILITIES..... \$ _____

EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

Entertainment/Talent \$ 122,000.00

Venues \$ 23,500.00

General Administration
Expenses \$ 19,500.00

TOTAL OTHER NON-RECURRING COSTS \$ 165,000.00

GRAND TOTAL \$ 165,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Banks Enterprise 2011 Fall Festival to be held on November 11 and 12, 2011 in Pensacola, Florida.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

• Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1492

County Administrator's Report Item #: 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement for \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58202;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chamber Foundations Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc. a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$400,000.00 to conduct the program generally described as:

Pensacola Bay Area Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$400,000.00 to be matched by cash and in-kind for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *Justin dual*
Title: *HCH*
Date: *9/20/11*

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Bay Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>400,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>400,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola Bay Area Chamber of Commerce Foundations for the Future

The economic development program seeks to diversify the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area. The tourism and convention program seeks to develop the Pensacola Bay Area as a year round destination for tourism and convention business. The armed services section implements and maintains programs to enhance the area's support for the military and civil service initiatives.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1489

County Administrator's Report Item #: 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations for Outside Agencies from the 3rd Cent Tourist Promotion Fund

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies from the 3rd Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101:

1. Pensacola Sports Association, Inc. - \$230,134.00
2. Perdido Key Area Chamber of Commerce, Inc. - \$172,600.00
3. Pensacola Bay Area Chamber of Commerce, Inc. - \$1,154,191.00

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PSA 2012 Agreement

PKC 2012 Agreement

Chamber Agreement 2012

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA SPORTS ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Sports Association, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by promoting and advertising Escambia County as a growing regional sports venue nationally and internationally for various games, competitions and sporting pursuits which each year attract thousands of visitors to the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$230,134.00 to conduct a program generally described as:

Pensacola Sports Association, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$230,134.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

Section 9. The Recipient agrees that the Pensacola Bay Area Chamber of Commerce Inc., the Perdido Key Chamber of Commerce, Inc., the Pensacola Beach Chamber of Commerce and the Pensacola Sports Association, Inc. and their respective marketing and/or advertising agencies shall meet in 2011 to coordinate tourism marketing strategy for Escambia County. This comprehensive tourism marketing strategy shall promote and coordinate all Escambia County as a tourist destination. This plan shall be presented to the Tourist Development council not later than December 15, 2011. All advertising and

promotion shall cross promote the area as a region and provide a comprehensive, balanced and integrated approach to all venues.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA SPORTS ASSOCIATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Hval
Title: ACT
Date: 9/30/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Sports Association, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>126,000.00</u>
SUPPLIES	\$ <u>6,000.00</u>
TRAVEL	\$ <u>8,000.00</u>
UTILITIES	\$ <u>6,000.00</u>
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____
 OTHER RECURRING COSTS:	
<u>Hosting & Bids</u>	\$ <u>50,434.00</u>
<u>Dues & Subscriptions</u>	\$ <u>2,700.00</u>
<u>Marketing/Advertising</u>	\$ <u>8,000.00</u>
<u>Audit</u>	\$ <u>9,000.00</u>
<u>Allocated Overhead</u>	\$ <u>14,000.00</u>
TOTAL OTHER RECURRING COSTS	\$ <u>84,134.00</u>
 OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>230,134.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Pensacola Sports Association (PSA) provides the sports marketing effort for Escambia County, creating a positive economic benefit for the entire community. Our sports marketing responsibilities include, but are not limited to creating, bidding and hosting of events. PSA focuses on attracting new sporting activities, assisting existing events, increasing tourism and generating overnight stays in Escambia County accommodations where TDC dollars are used to support and enhance economic development.

Plans include maintaining key relationships with state and national organizations representing activities that current physical facilities can host. They also include working with local officials to ensure continued development of national and world-class facilities (venues), and preparations and presentation of bid packages for potential events. An important component of our plans continues to be maintaining contacts with the many local sports organizations in Escambia County to encourage regional, state, national and world events as well as creating new events that generate sports visitors.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Perdido Key Area Chamber of Commerce, Inc. a non profit corporation authorized to do business in the State of Florida, with administrative offices at 15500 Perdido Key Drive, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-29930419 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by promoting and advertising Perdido Key as a vacation destination to national and international visitors whose visits generate financial dividends for the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$172,600.00 to conduct a program generally described as:

Perdido Key Area Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$172,600.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

Section 9. The Recipient agrees that the Pensacola Bay Area Chamber of Commerce Inc., the Perdido Key Chamber of Commerce, Inc., the Pensacola Beach Chamber of Commerce and the Pensacola Sports Association, Inc. and their respective marketing and/or advertising agencies shall meet in 2011 to coordinate tourism marketing strategy for Escambia County. This comprehensive tourism marketing strategy shall promote and coordinate all Escambia County as a tourist destination. This plan shall be presented to the Tourist Development council not later than December 15, 2011. All advertising and

promotion shall cross promote the area as a region and provide a comprehensive, balanced and integrated approach to all venues.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

·ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Heaf

Title: ACCA

Date: 9/30/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Perdido Key Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>110,000.00</u>
SUPPLIES	\$ <u>5,000.00</u>
TRAVEL.....	\$ _____
UTILITIES	\$ <u>5,000.00</u>
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____

OTHER RECURRING COSTS:

<u>Marketing</u>	\$ <u>52,600.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL OTHER RECURRING COSTS \$ 52,600.00

OTHER NON-RECURRING COSTS

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL..... \$ 172,600.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The \$172,600 received in TDC funding for the Perdido Key Area Chamber of Commerce will be used to continue to staff the seven day a week operation of the Perdido Key Visitor Information Center. This operation will consist of tourist information guides, brochures, and the website maintenance for the use of Perdido Key visitors. Also part of the funding will be used to have personnel on hand to give directions and welcome visitors to our area. We will also be using some funding for marketing of the Perdido Key area in order to bring in more visitors to our area.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$1,154,191.00 to conduct a program generally described as:

Tourism Administration Convention Committee

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to

comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days

prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$1,154,191.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

Section 9. The Recipient agrees that the Pensacola Bay Area Chamber of Commerce Inc., the Perdido Key Chamber of Commerce, Inc., the Pensacola Beach Chamber of Commerce and the Pensacola Sports Association, Inc. and their respective marketing and/or advertising agencies shall meet in 2011 to coordinate tourism marketing strategy for

Escambia County. This comprehensive tourism marketing strategy shall promote and coordinate all Escambia County as a tourist destination. This plan shall be presented to the Tourist Development council not later than December 15, 2011. All advertising and promotion shall cross promote the area as a region and provide a comprehensive, balanced and integrated approach to all venues.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Emie Lee Magaha BCC APPROVED: _____
Clerk of the Circuit Court

By: _____
Deputy Clerk

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *[Handwritten Signature]*

Title: ACA

Date: 9/30/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola Bay Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>589,314.00</u>
SUPPLIES	\$ <u>5,000.00</u>
TRAVEL	\$ <u>123,000.00</u>
UTILITIES	\$ <u>39,700.00</u>
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____

OTHER RECURRING COSTS:

<u>Marketing/Advertising</u>	\$ <u>182,606.00</u>
<u>Repairs & Maintenance - Bldg., Equip., Computer</u>	\$ <u>54,571.00</u>
<u>Insurance</u>	\$ <u>16,000.00</u>
<u>Film Commission</u>	\$ <u>24,000.00</u>
<u>Postage</u>	\$ <u>120,000.00</u>

TOTAL OTHER RECURRING COSTS \$ 397,177.00

OTHER NON-RECURRING COSTS

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 1,154,191.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Pensacola Bay Area Chamber of Commerce – Tourism Administration Convention Committee

The Pensacola Convention & Visitor Information Center serves as the sole **Destination Marketing Organization (DMO)** for Escambia County covering Pensacola, Pensacola Beach and Perdido Key. Our efforts support general tourism, festivals, events and the area's hundreds of businesses dependent upon the tourist industry throughout the year. Our marketing budget, comprised of public and private funds, is directed toward the following programs:

- Increase the area's **convention and conference business** through proactive sales initiatives and convention services, concentrating on the SMERF markets within our region and nationally.
- Increase the area's **motorcoach and travel agent business** through proactive sales and recruitment initiatives within industry associations and trade shows (i.e. National Tour Association, American Bus Association, AAA, Southeast Tourism Society, etc.)
- Develop, implement and track a market-driven **advertising and promotion strategy** to the leisure traveler through identified geographic and demographic markets.
- Increase the area's positive editorial exposure internationally through a **proactive public relations** plan that generates more than \$6 million in equivalent advertising value.
- Leverage the budget and expand markets through active participation in **regional partnerships** with SouthCoast USA, Southeast Tourism Society and Visit Florida in programs that ultimately increase the area's tourism business.
- With more than 150,000 visitors to the center annually, provide the area's only **full-service Visitor Information Center**, emphasizing warm, friendly service and interactive experiences and service as a comprehensive clearing-house for area amenities, activities, events and attractions.
- **Provide staff and leadership** for numerous local industry organizations including the Hospitality Roundtable (HRT), Tourism Administration and Convention Committee (TACC), The Pensacola Area Lodging Council (PALC), Hospitality Industry Professional Program (HIP) and others.
- Foster state-of-the-art **ecommerce marketing programs** maximizing the unlimited reach and branding available through our website and e-communications.
- Produce creative, artful and imaginative **print collaterals** responding to inquiries from leisure travelers, group planners, media and other tourism professionals.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1488

County Administrator's Report Item #: 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola-Escambia Clean Community Commission, Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Fiscal Year 2011/1012 Miscellaneous Appropriations Agreement for Pensacola-Escambia Clean Community Commission, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola-Escambia Clean Community Commission, Inc:

- A. Approve the Miscellaneous Appropriations Agreement for \$40,000, to be paid from the Solid Waste Fund (401), Cost Center 230314, Account 53401;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clean & Green Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA-ESCAMBIA CLEAN COMMUNITY COMMISSION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola-Escambia Clean Community Commission, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3303 North Davis Highway, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1863230 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Pensacola-Escambia Clean Community Commission, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of

general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011 and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA-ESCAMBIA CLEAN COMMUNITY COMMISSION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristen A. Neal
Title: HCA
Date: 9/20/11

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola-Escambia Clean Community Commission, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>26,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____

OTHER RECURRING COSTS:

Rent _____	\$ <u>9,360.00</u>
Fuel _____	\$ <u>4,640.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ <u>14,000.00</u>

OTHER NON-RECURRING COSTS

_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>40,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Pensacola-Escambia Clean Community Commission, Inc.

- Beautification through free “Clunker Car and Appliance Removal” and “Adopt-A-Spot” programs.
- Write, publish and distribute our newsletter 3 times a year to approximately 4,000 residents in the County.
- Removes litter from Community streets, county parks, and various neighborhoods six mornings a week, utilizing Court Ordered Community Service volunteers.
- Assists neighborhood associations with cleanup projects by providing guidance, advice, resources, and labor (when possible).
- Coordinates the annual “Great American Cleanup” for the County. Event focuses on neighborhood cleanups, illegal dumpsite cleanups, recycling, and beautification projects.
- Assist the County’s Community Redevelopment Agency in conducting weekly litter/debris site cleanup within the CRA designated areas.
- In conjunction with the Federation of Garden Clubs, we coordinate the annual Campus Pride competition and Clean & Green Cleanup Days schedule with Escambia County Schools.
- Coordinate with County’s Code Enforcement Officers to assist the elderly, handicapped, etc.
- Manage the “Thumbs-Up” and “Proud Neighborhood” awards program, identifying area residences and businesses who exhibit real concern for their property’s appearance through landscaping and maintenance.
- Beautification projects; tree giveaway in coordination with Florida Department of Forestry through grant.
- Coordinate with County schools in their plastic bottle recycling programs.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1487

County Administrator's Report Item #: 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Agreement between Escambia County and Andrea Minyard MD, District I Medical Examiner

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Department Director

That the Board take the following action regarding the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the Agreement between the County and Andrea Minyard, MD, District I Medical Examiner, effective for one year, from October 1, 2011, through September 30, 2012, in the amount of \$864,663, to be paid from the General Fund 001, Cost Center 410201; and

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services.

BACKGROUND:

The current agreement with the District I Medical Examiner expired on September 30, 2011. This new agreement will expire on September 30, 2012.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement has been reviewed and approved by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medical Examiner Contract

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND
DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, MD FOR MEDICAL
EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into on this 1st day of October, 2011 by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, MD, District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, MD, has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Recitals

- 1.1 The recitals and all statements contained herein are incorporated into and made a part of this Agreement.
- 1.2 All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2
Scope of Services

- 2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

- 2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2011/2012 without first obtaining approval of the County.
- 2.3 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.
- 2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.
- 2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.
- 2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortious acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.
- 2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3
Subcontractors

- 3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4
Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective October 1, 2011 and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2012. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

5.1 **Compensation:** The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2011/2012.

5.1.1 The annual budget for Fiscal Year 2011-2012 approved by County prior to any amendments is Eight Hundred, Sixty-Four Thousand, Six Hundred, Sixty-three and 00/100 dollars (\$864,663.00).

5.2 **Compensation Schedule:** The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.

5.2.1 Such compensation shall include the Medical Examiner's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 **Method of Billing and Payment:**

- (a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.
- (b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.
- (c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

5.4 Additional Services and Changes in the Scope of Services: The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.5 Notices:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to the Medical Examiner shall be sent to:

Andrea Minyard, MD
District Medical Examiner
Gulf Coast Autopsy Physicians, P.A.
P. O. Box 10981
Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

- Amy Lovoy
Bureau Chief
P. O. Box 1591
Pensacola, Florida 32591
- Charles R. "Randy" Oliver
County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6
Cooperation of the County

6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.

6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7
Contractor's Responsibilities

- 7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or marital status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 Termination:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 Records:

- (a) The Medical Examiner shall keep records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Agreement and for any expenses for which the Medical Examiner expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of salary, any fees, or expenses based upon such entries.

- (b) The Medical Examiner 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 Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).

8.4 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.5 Insurance: The Medical Examiner is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.6 Representative of County and Medical Examiner:

- (a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- (b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8 Truth-in-Negotiation Certificate: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.9 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.10 Gratuities: Neither the Medical Examiner nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner, the Medical Examiner agrees to abide with such statutes.

8.11 Conflict of Interest: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

- 8.12 Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.13 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 8.14 Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If the Medical Examiner discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Medical Examiner shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.15 Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.16 Compliance with Laws:** The Medical Examiner shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.17 Participation in Other Proceedings:** At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 8.18 Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 8.19 No Waiver:** The failure of the Medical Examiner of the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, MD, Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

MEDICAL EXAMINER:

ANDREA MINYARD, MD, the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.

Witness

By: _____
Andrea Minyard, MD

Witness

Date: _____

This document approved as to form and legal sufficiency.

By: *[Handwritten Signature]*

Title: ACH

Date: 9/20/11

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

1. Performing medico-legal autopsies.
2. Performing medico-legal observations.
3. Performing medico-legal investigations.
4. Approving all cremation/burial-at-sea/scientific donation requests.
5. Examining selected death scenes.
6. Teaching law enforcement, emergency responders, and forensic science students.
7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1473

County Administrator's Report Item #: 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Brickyard Road Paving & Drainage Improvements, 10-11.069

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.069, Brickyard Road Paving & Drainage Improvements, to Roads, Inc., of NWF, for a total amount of \$1,674,183.75.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0305]

BACKGROUND:

Bids were received from 5 contractors on September 1, 2011. Roads, Inc. of NWF being the lowest Responsive and Responsible bidder received. Brickyard Road Paving and Drainage Improvements is a project located in Molino, District 5, Escambia County, Florida. The intent of the project is to pave Brickyard Road between Brickton Road and Molino Road, a length of approximately 8,445 LF. The existing road is dirt for approximately the northern 6,650 LF and then becomes open graded cold mix for the remaining 1,795 LF. The existing right-of-way, including trees, vegetation, storm water pipes, mitered end sections, headwalls, landscaping walls, fences, gates, and other miscellaneous on-and above-grade improvements will be demolished, cleared, and grubbed as required to facilitate new construction. There are buried water, gas, and telephone lines as well as overhead power running the length of the project. These utilities will require location, coordination, removal, relocation, and adjustment.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0305]

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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 Roads, Inc. of NWF.

Attachments

Bid Tabulation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1464

County Administrator's Report Item #: 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of \$560,000.00 Purchase Order for Santa Rosa Island Authority

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of a \$560,000 Purchase Order for Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a Purchase Order, in the amount of \$560,000, for the Santa Rosa Island Authority (SRIA), to be paid from the Debt Service Fund (203), Cost Center 110248, Account 58101. On September 18, 2008, the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the Santa Rosa Island Authority makes toward the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the Interlocal Agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds, but the County will refund the same amount of money from the debt service reserve.

The Santa Rosa Island Authority will then use these funds to reduce certain Lease fees for commercial properties on the Island.

BACKGROUND:

On September 18, 2008, the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the Santa Rosa Island Authority makes towards the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the interlocal agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds, but the County will refund the same amount of money from the debt service reserve.

The Santa Rosa Island Authority will then use these funds to reduce certain lease fees for commercial properties on the Island.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1443

County Administrator's Report Item #: 11. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval of Interlocal Agreement Between Escambia County and the City of Pensacola

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement relating to the Fiscal Year 2011/2012 funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2011, through September 30, 2012;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and the County agree that the County shall contribute \$150,000.00 and the City shall contribute \$120,000.00 to the PEDC for Fiscal Year 2011/2012.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Interlocal

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF
PENSACOLA RELATING TO THE FY 2011-2012 FUNDING OF
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND
DEVELOPMENT COMMISSION**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

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

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2011-2012.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2011-2012 that the County shall contribute to the PEDC the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and the City shall contribute to the PEDC the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) and shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2011, with respect to their PEDC FY 2011-2012 budgetary contributions. However, contributions for the FY 2012-2013 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

3.1 Termination: This Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

C. R. "Randy" Oliver
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

William H. Reynolds
City Administrator
City of Pensacola
180 Governmental Center
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

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 the City of Pensacola, by and through its Mayor, duly authorized to execute same on the _____ day of _____ 2011.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: asst county atty
Date: 9/13/11

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC APPROVED: _____

(SEAL)

CITY:

The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: _____
Ashton J. Hayward, III, Mayor

By: _____
Clerk

Date: _____

By: _____
City Attorney



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1419

County Administrator's Report Item #: 11. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Replacement of Fannie Road Bridge Over Dead Lake and Maintenance Agreement

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Bridge Maintenance Agreement Related to the Replacement of the Fannie Road Bridge Over Dead Lake (Bridge No. 484045) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Bridge Maintenance Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement of the Fannie Road Bridge over Dead Lake (Bridge No. 484045):

- A. Approve the Bridge Maintenance Agreement between FDOT and Escambia County, related to the replacement of the Fannie Road Bridge over Dead Lake (Bridge No. 484045); and
- B. Authorize the Chairman or Vice Chairman to execute the documents.

[Funding Source: Fund 175, "Transportation Trust Fund", Account 210402/54601]

FDOT will replace Bridge No. 484045 on Fannie Road over Dead Lake. The anticipated FDOT let date is 2014. This is a 51-year-old, structurally deficient bridge. Upon Board approval of the Maintenance Agreement, and once the structure is completed, Escambia County will be responsible for maintenance of the bridge.

BACKGROUND:

FDOT will replace Bridge No. 484045 on Fannie Road over Dead Lake. The anticipated FDOT let date is 2014. This is a 51-year-old structurally deficient bridge. Upon Board approval of the maintenance agreement, and once the structure is completed, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

Funds for maintenance of bridges available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney has reviewed and approved the maintenance agreement.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's execution the documents will be returned to FDOT.

IMPLEMENTATION/COORDINATION:

All bridge replacement work will be coordinated through FDOT.

Attachments

Maintenance Agmt

FIN. PROJECT I.D.: 422898-1-52-01
COUNTY: Escambia
FAP NO.: 00B3-074-B
DESCRIPTION: Fannie Road over
Dead Lake Bridge Replacement
EXISTING BRIDGE NO.: 484045
NEW BRIDGE NO.: 484232

MAINTENANCE AGREEMENT

This AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“DEPARTMENT”), and Escambia COUNTY, Florida (hereinafter called “COUNTY”);

WITNESSETH:

WHEREAS, the DEPARTMENT is preparing to undertake a project within the COUNTY identified and known to the parties by Financial Project I.D. 422898-1-52-01, on Fannie Road, Section No. 48000138, from Beginning Mile Post 1.100 to Ending Mile Post 1.320 (“PROJECT”) which PROJECT will be of benefit to the COUNTY; and

WHEREAS, the COUNTY is desirous of constructing a bridge replacement (“IMPROVEMENT”) as part of the PROJECT; which will be of benefit to the COUNTY; and

WHEREAS, the parties recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the IMPROVEMENT; and

WHEREAS, approval of federal aid necessary to the PROJECT requires agreement by the COUNTY to maintain the PROJECT;

WHEREAS, the COUNTY has agreed to maintain the IMPROVEMENT in accordance with the provisions below; and

WHEREAS, the COUNTY has authorized its officers to execute this AGREEMENT on its behalf; and

WHEREAS, the DEPARTMENT is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements with municipalities and counties.

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. Upon completion of the IMPROVEMENT identified in the Whereas clauses above, the COUNTY shall assume responsibility for maintenance of the IMPROVEMENT and shall at all times maintain the IMPROVEMENT in a reasonable manner and with due care in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Greenbook").

2. Maintenance of the IMPROVEMENT shall be subject to periodic inspections by the DEPARTMENT.

3. The DEPARTMENT's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this AGREEMENT, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

4. This AGREEMENT may be terminated by the DEPARTMENT following ninety (90) calendar day's notice.

5. This AGREEMENT embodies the entire agreement and understanding between the parties hereto and there are no other agreements, understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

6. This AGREEMENT shall be governed by and constructed in accordance with the laws of the State of Florida.

7. The COUNTY:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

(a) If to the DEPARTMENT, address to FDOT, 1074 Highway 90, Chipley, Florida 32428, or at such other address as the DEPARTMENT may from time to time designate by written notice to the COUNTY; and

(b) If to the COUNTY address to Escambia County BOCC, P.O. Box 1591, Pensacola, Florida 32591, or at such other address as the COUNTY may from time to time designate by written notice to the DEPARTMENT.

9. All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

This AGREEMENT shall be effective when all parties have signed it. The date of this AGREEMENT is the last date below a party's signature.

ESCAMBIA COUNTY



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Kevin W. White

JAMES T. BARFIELD, P.E.
District Secretary

Title: Chairman

Date: _____

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

ATTEST:

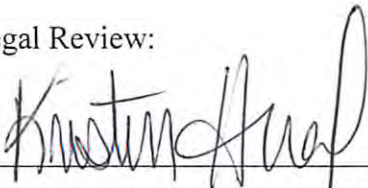
Name: _____

Name: _____

Title: Deputy Clerk (seal)

Executive Secretary (seal)

Legal Review:



Legal Review:

Title: Assistant County Attorney

Office of the General Counsel



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1465

County Administrator's Report Item #: 11. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval to issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000.00

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 for the Management and Budget Services Department - Amy Lovoy, Management and Budget Services Department Director

That the Board for Fiscal Year 2011-2012 approve the issuance of individual Purchase Orders, based upon previously-awarded annual requirements as follows:

A. City of Pensacola - \$3,318,342.00

Vendor Number: 033300

Northwest Florida Regional Library

Fund: 001

Cost Center: 110201

Account Code: 58102

B. Northwest Florida Legal Services, Inc. - \$124,688.00

Vendor Number: 141832

Legal Aid

Fund: 115

Cost Center: 410802

Account Code: 58201

C. O'Sullivan, Creel, LLP - \$164,857.95

Vendor Number: 150323

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

D. SMG - \$353,763.00

Vendor Number: 190107

Civic Center Management Fee

Fund 409

Cost Center: 221301

Account Code: 53401

BACKGROUND:

These allocations are included in the Fiscal Year 2011/2012 Budget.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1432

County Administrator's Report Item #: 11. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Voluntary Cleanup Tax Credit Broker Contract

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Cleanup Tax Credit Broker Contract - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the Chairman to execute the Agreement for Sale of Tax Credits to retain Clocktower Tax Credits, LLC, for the purpose of brokering the sale of Escambia County's Brownfield Voluntary Cleanup Tax Credits.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement]

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County's Mosquito Control Facility, located at 603 West Romana Street, is an ongoing project since 2005. Environmental assessment and remediation activity expenses have totaled \$911,442.20 to date, all of which have been funded through the CDBG HUD Funding mechanism of the County. The County is eligible to apply for reimbursement of fifty percent of annual expenses in the form of an annual tax credit through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit Program (VCTC). The Tax Credit can be transferred to another entity one time via either assignment or sale. The proceeds from the sale of these credits must be returned to the HUD CDBG eligible activities in keeping with the original purpose of the original expenditures (24 CFR Part 570.504). Hiring a Tax Credit Broker will allow the County to sell the credits and recoup the fifty percent reimbursement.

The VCTC Program is a State Economic Development Tax Incentive designed to be used against Florida corporate income tax liabilities.

BUDGETARY IMPACT:

In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all contractual signatures. This recommendation is consistent with Purchasing policies and procedures.

IMPLEMENTATION/COORDINATION:

CED/CRA Staff shall execute and deliver all documents and perform further actions necessary to complete the contract.

Attachments

VCTC Broker Contract



Northeast
Securities, Inc.
Member FINRA • SIPC

August 31, 2011

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Neighborhoods & Community Services Bureau
Community Redevelopment Agency
1190 W. Leonard Street
Pensacola, FL 32501


Re: Brownfields Voluntary Cleanup Tax Credit Certificate Broker Contract

Dear Mr. Griffith,

As per your request, enclosed are the signed contracts so that we may represent Escambia County Florida as a broker agent to sell the County's Florida State Brownfields Voluntary Cleanup Tax Credits.

Should you require any further information please feel free to contact either myself or Kathleen Pavelchek.

Best regards,


Megan Weidert
Associate Compliance Director

Home Office:

Omni Building 333 Earle Ovington Blvd. | Suite 706 | Mitchel Field, New York 11553-3645
Tel: 516-396-1600 | Fax: 516-396-1635
northeast@nsec.com | www.nsec.com

AGREEMENT FOR SALE OF TAX CREDITS

THIS AGREEMENT is entered into on the ____ day of August, 2011, by and between **Escambia County, Florida**, a political subdivision of the State of Florida ("County"), and **Clocktower Tax Credits, LLC**, and its broker-dealer, **Northeast Securities, Inc.** (collectively referred to as "Consultant").

WITNESSETH:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Tax Credits. **State of Florida Brownfield Voluntary Cleanup Tax Credits** in the amount of up to \$215,000 received or expected to be received in conjunction with work on a certain environmental remediation project(s) described below (the "Project(s)"). The tax credits will be in the form of one or more Certificates issued by the Florida Department of Environmental Protection, further described below (the "Tax Credits"). These Tax Credits are controlled by, and the interests will be sold by, Escambia County, Florida (the "Seller").

<u>Certificate #</u>	<u>Issue Date</u>	<u>Project Name</u>	<u>Location</u>	<u>Tax Credit Amount</u>
#136 -	07/02/2008	603 S. Romana Street	Pensacola, FL	\$ 49,062.13
#185 -	07/01/ 2011	603 S. Romana Street	Pensacola, FL	\$ 9,407.24
tbd -	July, 2012	603 S. Romana Street	Pensacola, FL	\$ 76,280.80 *
tbd -	July, 2012	603 S. Romana Street	Pensacola, FL	\$ 76,685.79 *

* expected amt

2. Term. This Agreement shall begin on the date shown above and will continue for five years (other than with respect to its provisions which survive termination). After this, the parties may extend this Agreement for an additional 180 days by mutual written agreement.

3. Services. Consultant will market the Tax Credits to accredited investors and present offers or letters of interest to invest in or purchase the Tax Credits. County retains the right to accept or reject any investment proposal for any or no reason without any financial obligation to Consultant, except for a completed sale or investment as described below.

4. Compensation. County will pay Consultant a fee of \$0.05 per dollar of Tax Credits sold to any investor from whom Consultant procured an offer or letter of interest that yields at least \$0.80 per dollar of Tax Credits to Seller after Consultant's fee has been paid. County will pay Consultant upon receipt of the proceeds of each transaction. Such obligation shall survive any transfer of the Tax Credits or of the Seller's interest, or if the sale proceeds are received by some entity other than the Seller. This fee may also be paid to Consultant directly by the Purchaser, an Escrow Agent or other intermediary holding such funds, if all parties so agree in writing.

County agrees to refer any calls, solicitations, or inquiries about the sale of the Tax Credits to Consultant during the term of this Agreement. County acknowledges the value of any investor relationship that Consultant may share by presenting a letter of interest, offer to purchase, or other terms of a possible investment in the Project or the Tax Credits by any such investor. County agrees not to solicit, directly or indirectly, any such investor during the term of this Agreement.

5. Termination. This Agreement may be terminated by either party for cause or convenience upon thirty (30) days written notice to the other party.

6. Indemnification. Consultant agrees to indemnify, defend and hold harmless the County against losses, claims, damages or liabilities to which County may be subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement, action, or omission by Consultant of a material fact or the omission to state a material fact required to be stated. This indemnity shall include reimbursement of any legal or other expenses reasonably incurred in connection with investigating or defending any such loss, claim, damage, liability or action, and shall be paid as such expenses are incurred.

7. Authority. It is understood that Consultant's relationship with the County is as an independent contractor and that nothing herein shall be construed as creating a relationship of partners, joint venturers, employer and employee or any other relationship between the parties.

8. Public Records. The Consultant 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 Consultant 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 Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

9. Notices. All written notices shall be sent to each party at the following addresses:

To Consultant: Mr. Jeff Jacobson
Clocktower Tax Credits, LLC
2 Clock Tower Place, Suite 295
Maynard, MA 01754
JJacobson@ClocktowerTC.com

To County: Ms. Claudia Simmons
CPPO Manager
Office of Purchasing
Escambia County Board of Commissioners
213 Palafox Place
Pensacola, Florida 32502
Claudia.Simmons@co.escambia.fl.us

All fees paid under this Agreement shall be paid to, and mailed or wired to:

Northeast Securities Inc.
333 Earle Ovington Blvd., Suite 706
Mitchel Field, NY 11553
Attn: Accounting

10. Successors and Assigns. This Agreement will inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto; provided that neither party may assign its rights or delegate its duties to any other person or entity without the prior written consent of the other party, which consent the other party may give or withhold in its absolute discretion.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same original.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflicts of laws principles.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates under each signature below:

This document approved as to form and legal sufficiency.

By: Kristen Hud

Title: ACT

Date: 8/16/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

Date: _____

BCC Approved: _____

By: _____

(SEAL)

CLOCKTOWER TAX CREDITS, LLC

By: Jeff Jacobson
Jeff Jacobson

Date: 8/24/11

Witness: Ernie Lee Magaha

Witness: Will [Signature]

NORTHEAST SECURITIES, INC.

By: Stephen Perrone
Stephen Perrone

Date: 8/31/11

ATTEST: Robert W. Bayne
Corporate Secretary



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1315

County Administrator's Report Item #: 11. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Change Order to PO# 291405-14 Cameron-Cole - 603 West Romana Street

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

That the Board approve and authorize the County Administrator to execute the following Change Order #14, relating to the Biosparging Contamination Remediation System, for the funding of the installation of the final components of the remediation system and for one year of operations and maintenance, for property located at 603 West Romana Street:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$207,796.16
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street
Contract:	PD 06-07.038
PO No.:	291405-14
CO No.:	14
Original Award Amount:	\$59,218.82
Cumulative Amount of Change Orders through CO #14	\$568,252.03
New Contract Total:	\$627,470.85

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 CDBG Cost Center 220435/53101, in the amount of \$63,624.04, and NEFI 2011 CDBG Cost Center 220439/53101, in the amount of \$144,172.12]

BACKGROUND:

Since September 15, 2005, the County has been involved with the environmental site assessment and remediation of soil and groundwater contamination at the County's Former Mosquito Control and Rodent Control Facility, 603 West Romana Street. This cleanup is being conducted according to a Brownfield Site Rehabilitation Agreement (BSRA) that the County entered into with the Florida Department of Environmental Protection in December 2007. The County must now execute the cleanup process as directed in the BSRA. This Change Order is for funding of the installation of the final components of the remediation system and for one year of operations and maintenance. Contamination remediation projects are dynamic by virtue of the unknown extent of contamination. As such, it has been necessary to request multiple change orders to the existing purchase order as circumstances dictate.

BUDGETARY IMPACT:

Funding will be provided through Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 CDBG Cost Center 220435/53101 in the amount of \$63,624.04, and NEFI 2011 CDBG Cost Center 220439/53101 in the amount of \$144,172.12.

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

Change Order 291405-14



August 19, 2011

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Community Redevelopment Agency
Community & Neighborhood Services Bureau
221 South Palafox Street, Suite 305
Pensacola, Florida 32502

**RE: Biosparging Remediation System Installation and
One Year System Operation and Maintenance
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001**

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following cost estimate to complete the installation of the first phase of the soil and groundwater remediation system at the above referenced facility. The Remedial Action Plan (RAP) prepared for the facility and approved by the Florida Department of Environmental Protection (FDEP) on May 23, 2011, specified a phased remedial approach which included sequential implementation of three primary remedial measures. Soil source removal activities were completed in May 2011. Installation of the remediation wells in addition to the biosparging (BS) well vaults, wellhead assemblies, and conveyance piping has also been completed. Activities required to complete the installation of the BS system include purchase of the compressor and other ancillary equipment, fabrication and installation of the system control panel, and completing the electrical connections, including a new 3-phase power supply.

Based upon our discussions, it is anticipated the third phase of remedial action will not be initiated until sometime next year and is contingent upon the availability of funding. Pursuant to your request, this cost proposal also includes the estimated costs to conduct one year of system operation, monitoring, maintenance, and reporting.

Remediation Equipment Installation

Cameron-Cole personnel will order the necessary remediation equipment and begin the on-site construction work. The BS compressor will be installed and the appropriate electrical connections will be made as detailed in the Bid Specifications and Construction Drawings previously prepared for the system. A licensed electrician will install a new service pole to support the 3-phase power requirements of the full-

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scale system. Cameron-Cole will coordinate with Escambia County personnel to establish the new electrical service account. The existing water service will be used for the full-scale system. Cameron-Cole personnel will furnish and install all piping, materials, and connectors and will wet test the system to ensure proper functionality prior to startup.

Baseline Groundwater Sampling and Analysis

As specified in the approved RAP, a comprehensive baseline groundwater sampling event will be conducted prior to initiation of active remediation. This data will be used to monitor the progress of the remedial effort. Groundwater samples will be collected and analyzed from monitoring wells MW-1, MW-3, MW-5, MW-6, MW-7, MW-10, MW-11, MW-13, MW-18, MW-20, MW-23, MW-24, and MW-25; the two point of compliance (POC) wells (MW-8, MW-12); and monitoring points, MP-4, MP-6, and MP-9. The groundwater samples will be collected prior to system startup and will be analyzed for organochlorine pesticides, volatile organic aromatic (VOA) hydrocarbons, and total recoverable petroleum hydrocarbons (TRPH). Monitoring wells MW-8, MW-11, and MW-12 and monitoring points MP-4, MP-6, and MP-9 will also be analyzed for ammonia, nitrates, and pH. Two duplicate samples and two trip blanks will also be collected and analyzed for quality assurance purposes.

System Startup and Calibration

Upon completion of the system installation, Cameron-Cole personnel will conduct the initial system startup and calibration. All pump and motor rotations will be checked and the control logic will be evaluated for proper operation. The system will be activated and closely monitored for three days. Dissolved oxygen levels will be recorded in select wells to confirm the radius of influence for the BS system. As requested by the FDEP, air samples will be collected from the neighboring property using a summa canister to confirm the system is operating as designed. Two air samples will be collected after four hours of operation and two additional samples will be collected after 24 hours of operation. The air samples will be analyzed by EPA Method TO-15 for volatile organic compounds. The system air injection rates, pressure, and flow rates will be balanced and set to operate as designed.

Investigation Derived Waste Disposal

Installation of the remediation wells last month resulted in the generation of seven 55-gallon drums of contaminated soil cuttings that must be properly disposed. One toxicity characteristic leaching procedure (TCLP) analysis will be collected from the drummed investigation derived waste to confirm the material is suitable for disposal as a non-hazardous waste. Cameron-Cole will coordinate with the County as necessary to update the existing waste profile and obtain the required signatures /approvals for the proposed disposal facility, the Timberlands Landfill. This is the same disposal facility used for the Source Removal activities completed at the site in May 2011.

Project Management, As-Built Drawings, and Reporting

Upon completion of the above described activities, Cameron-Cole will prepare a Baseline Sampling and Remedial Action Startup Report in accordance with Chapter 62-785, Florida Administrative Code (F.A.C.). The report will include updated tables and figures, and a discussion of the baseline sampling results. Copies of the laboratory analytical reports and, if available, waste disposal manifests will be appended. A

complete set of As-Built drawings, certified by a Florida-registered professional engineer, will also be prepared and submitted to the FDEP for review and approval.

Based upon current forecasts, it is estimated the BS system installation activities will be completed in November 2011. Based upon the need to maximize recovery of as much of the remediation costs as possible via Voluntary Cleanup Tax Credits, it is anticipated the system operation, monitoring, and maintenance (OM&M) activities will not be initiated until January 2012. Therefore, this proposal includes OM&M costs that will extend from January 2012 through December 2012. These activities include continued monthly system checks, quarterly groundwater sampling and reporting, as well as estimated utility charges (electricity and water). Additional details regarding the proposed scope of services and estimated costs are presented below.

Monthly System Operation, Maintenance & Monitoring

Beginning in January 2012, Cameron-Cole personnel will mobilize to the site on a minimum monthly basis to collect the required system monitoring data. All gauges, meters, and probes will be checked and the necessary data recorded. The BS system air injection rates and pressures will be recorded and adjusted as necessary to ensure optimal performance. Additional activities will include recording system hour meter readings; vacuum and flow rates; and adjusting the system vacuums, pressures, and flow rates based upon changing site conditions. The nutrient tank will be replenished and nutrient injection rates will be confirmed and/or adjusted. During the first six months of system operation, groundwater samples will be collected from six wells on-site to monitor compliance with the Underground Injection Control (UIC) Permit issued for the facility. This frequency will be reduced to quarterly during the second half of the year. Estimated utility costs (electricity and water) of \$850.00/month have also been included.

Quarterly Groundwater Sampling and Analysis

Three quarterly and one annual groundwater monitoring events will be conducted. Quarterly groundwater samples will be collected and analyzed as specified on the Monitoring Schedule, Year 1 (attached) included with the Remedial Action Plan (RAP) prepared for the facility. All field activities will be conducted in accordance with the FDEP's Standard Operating Procedures DEP-SOP-001/01. All groundwater samples will be analyzed at a state-certified laboratory.

Project Management and Reporting

Cameron-Cole will prepare three quarterly reports and one annual status report that will summarize the remediation system performance including tabulated field and analytical data. The reports will include figures depicting groundwater flow and quality based upon the data collected each quarter. An evaluation of the system's performance relative to design criteria including appropriate recommendations will also be presented. The reports will be certified by a registered professional engineer and will be submitted to the FDEP for review and approval. Copies of the laboratory analytical reports, groundwater sampling logs, and associated chain-of-custody records will be appended.

The above scope of services is based upon Cameron-Cole's best understanding of the work to be performed. Contingent costs and tasks outside our standard courtesy responses such as additional meetings with clients, attorneys, insurance companies, etc.; lengthy follow-up discussions; major revisions


to reports; or confirmation letters to outside parties will be billed on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule. Subcontract items will be billed at cost plus 10%.

Cameron-Cole will perform the work in accordance with the terms and conditions specified in Master Services Agreement PD 07-08.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services for the Escambia County Brownfields Program, executed April 9, 2008 and the attached rate schedule. We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact us at (850) 434-1011.

Sincerely,



David L. Cochran, P.E.
Senior Engineer



John H. Bondurant
Managing Partner

Attachment



**Project Budget
Former Escambia County Mosquito Control
Biosparging System Installation**

Biosparging System Installation

Professional Services.....	\$ 20,010.00
Equipment & Electrical Subcontractor.....	\$ 31,027.84
Materials and Equipment Rentals.....	\$ 5,875.00
Indirects @ 3%.....	\$ 1,707.39
Subtotal	\$ 58,620.23

Baseline Groundwater Sampling and Analysis

Professional Services.....	\$ 4,975.00
Laboratory Analysis.....	\$ 6,468.00
Materials and Equipment Rentals.....	\$ 535.00
Indirects @ 3%.....	\$ 359.34
Subtotal	\$ 12,337.34

System Startup and Calibration

Professional Services.....	\$ 4,440.00
Subcontractor.....	\$ 2,596.00
Materials and Equipment Rentals.....	\$ 495.00
Indirects @ 3%.....	\$ 225.93
Subtotal	\$ 7,756.93

Investigation Derived Waste Disposal

Professional Services.....	\$ 1,180.00
Subcontractor.....	\$ 1,815.00
Materials and Equipment Rentals.....	\$ 75.00
Indirects @ 3%.....	\$ 92.10
Subtotal.....	\$ 3,162.10

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Project Management, As-Built Drawings, and Reporting

Professional Services.....\$ 10,256.00

 Indirects @ 3%.....\$ 307.68

Subtotal\$ 10,563.68

Subtotal Biosparging System Installation, Startup, and Reporting.....\$ 92,440.28



Project Budget
Former Escambia County Mosquito Control
One Year Remediation System Operation, Monitoring, & Maintenance

First Quarter OM&M

Professional Services (Field)	\$ 12,120.00
Reporting and Project Management	\$ 4,500.00
Laboratory & Utility Subcontractors†	\$ 9,482.00
Materials and Equipment Rentals	\$ 1,800.00
 Indirects @ 3%	 \$ 837.06
 Subtotal	 \$ 28,739.06

Second Quarter OM&M

Professional Services (Field)	\$ 12,330.00
Reporting and Project Management	\$ 4,500.00
Laboratory & Utility Subcontractors†	\$ 9,922.00
Materials and Equipment Rentals	\$ 1,800.00
 Indirects @ 3%	 \$ 856.56
 Subtotal	 \$ 29,408.56

Third Quarter OM&M

Professional Services (Field)	\$ 10,890.00
Reporting and Project Management	\$ 4,500.00
Laboratory & Utility Subcontractors†	\$ 8,481.00
Materials and Equipment Rentals	\$ 1,200.00
 Indirects @ 3%	 \$ 752.13
 Subtotal	 \$ 25,823.13

Fourth Quarter/Annual OM&M

Professional Services (Field)	\$ 10,890.00
Annual Report and Project Management	\$ 9,900.00
Laboratory & Utility Subcontractors†	\$ 8,481.00
Materials and Equipment Rentals	\$ 1,200.00

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Indirects @ 3% \$ 914.13

Subtotal \$ 31,385.13

Subtotal – One Year System Operation, Monitoring and Maintenance \$115,355.88

Total Estimated Cost..... \$207,796.16

† Actual subcontract charges will be billed at cost plus 10%.



Proposed Monitoring Schedule, Year 1
Remedial Action Implementation
Former Escambia County Mosquito Control
Pensacola, Florida
Brownfield ID No. 170502000

Sample Location	Baseline Sampling	Day 1	Day 2	Week 1	Week 2	Month 1	Month 2	Qtr 1	Month 4	Month 5	Qtr 2	Month 7	Month 8	Qtr 3	Month 10	Month 11	Qtr 4
System		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
MW-1	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-3	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-5	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-6	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-7	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-10	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-11	a,b,c,d					a, d	a, d	a,b,c,d	a, d	a, d	a,b,c,d			a,b,c,d			a,b,c,d
UIC P.O.C. Wells (MW-8 & MW-12)	a,b,c,d					a, d	a, d	a,b,c,d	a, d	a, d	a,b,c,d			a,b,c,d			a,b,c,d
MW-13	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-18	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-20	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-23	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
MW-24 (if needed)	a,b,c							a,b,c			a,b,c			a,b,c			a,b,c
Monitoring Points MP-4, 6 & 9	a,b,c,d					a, d	a, d	a,d	a, d	a, d	a,d			a,d			a,d
Reporting								e			e			e			f

Groundwater Data

- a Groundwater Elevation and Field Parameters (pH, temperature, conductivity, DO)
- b VOA (8021) Sampling for COCs
- c Pesticides (8081) and TRPH Sampling for COCs
- d Nitrates, Nitrites, Ammonia, pH Sampling for UIC Permit and Nutrient Assessment

O&M

- I System Operational Adjustments and Maintenance
- e Quarterly Report
- f Comprehensive Annual Report
- g Semi-Annual Report



Time, Materials, and Equipment Rates PD 06-07.038 2011

PROFESSIONAL POSITION	ST/Hr
(Discipline) Level I	65.00
(Discipline) Level II	85.00
(Discipline) Level III	115.00
(Discipline) Senior Level	130.00
(Discipline) Principal	225.00
Regional Manager/Partner	225.00
Clerk, Accounting/Data Entry	58.00
Designer/Drafter, CADD ¹	68.00
Construction Manager/Senior Field Tech	\$70.00
Office Administrator/Environmental Assistant	\$60.00
Field Tech	\$50.00
Admin Assistant/Technical Writer	42.00

Temp/contract/consultant staff are billed at the rate equivalent to their level of assigned responsibility. Personnel expenses are billed at COST plus 10%. Personnel are billed at the rate for the category of responsibility to which they are assigned for any given project. For example, if an individual who is a Geologist III by title only performs the duties of a Geologist II on a particular project, the client will only be billed at the Level II rate.

A surcharge of 50% of the regular hourly rate is applied to hours charged for legal testimony and depositions. Standard rates will apply to any hours charged for preparation and other litigation support services. Note 1. Includes charges for CADD computer time, software, and supplies.

FIELD AND PERSONAL PROTECTIVE EQUIPMENT²

DESCRIPTION	RATE	UNIT
2" Submersible Pump/Control Box	75.00	Day
Centrifugal Pump	20.00	Day
Peristaltic Pump	30.00	Day
Generator	50.00	Day
Bailer, SS	25.00	Day
Oil/Water Interface Probe	50.00	Day
Water Level Indicator	20.00	Day
Peristaltic Head Hose (per 1 foot)	2.00	Each
Poly Tubing (per 100 feet)	25.00	Each
Conductivity Meter	20.00	Day
Dissolved Oxygen Meter	40.00	Day
pH Meter, Spectrometer, Turbidity Meter	20.00	Day
Redox Meter	12.00	Day
Colorimetric Pump (Sensidyne, Drager)	25.00	Day
OVA 128 (Foxboro FID)	85.00	Day
Photoionization Detector (PID)	40.00	Day
Combust. Gas/O ₂ Detector - GasTech 1214S	55.00	Day
Hand Auger	20.00	Day
Tripod, Transit, and Rod (Survey)	\$40.00	Day
EPA Level C Protect w/ Chemerel Suit	130.00	Man-Day
EPA Level C Protect w/ Saran Suit	85.00	Man-Day
EPA Level C Protect w/ Tyvek Suit	60.00	Man-Day
Respirator w/cartridges	25.00	Day
Truck	75.00	Day
Mileage for Company Vehicle (per mile)	\$0.45	Each
Mileage for Personal Vehicle (per mile)	\$0.45	Each
Computer: Laptop (field)	30.00	Day

SUBCONTRACTED SERVICES

Subcontracted services, e.g., surveyors, well drillers, laboratory services, etc. will be billed at COST plus a 10% General & Administrative Charge (G&A).

INDIRECT POOL

To reduce paper flow and to simplify invoicing, Cameron-Cole consolidates the items identified below as project indirect costs and recaptures these costs by charging a percentage of the **total** (labor, expenses, subcontractors) **monthly or per project invoice** (3% for year 2011 invoices).

Misc. Tools	Distilled Water
Bailer Rope	Gloves
Boots	pH Paper
Calibration Gas	Sample Jars
Camera	Document Mailing/Shipping
Cartridges, Respirator	Misc. Sampling Supplies
Cell Phones	in-House B&W copies
Coolers	
Coveralls	

Weekly and monthly rates for equipment are available upon request. The rates shown above apply only to equipment owned by Cameron-Cole. Equipment, supplies, and services obtained from outside vendors will be invoiced at cost plus 10%. Material rates are estimates only. Pricing varies significantly from area to area. Client will be billed for actual costs plus 10%. Delivery charges are additional.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1141

County Administrator's Report Item #: 11. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Purchase of Real Property, Located on Valle Escondido Drive, from Hills Apartment Communities, L.C.

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Real Property, Located on Valle Escondido Drive, from Hills Apartment Communities, L.C. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the purchase of a parcel of real property (approximately 0.14 acres), located on Valle Escondido Drive, from Hills Apartment Communities, L.C.:

A. Authorize staff to proceed with the purchase process and negotiate the purchase of a parcel of real property (approximately 0.14 acres) from Hills Apartment Communities, L.C., for the negotiated amount of \$12,196.80, and accept a temporary construction Easement, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

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

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project #10EN0401]

Due to the proposed partial closure of Valle Escondido Drive, the County has plans to do some improvement work, including lane realignment, landscaping and drainage, at the intersection area of Valle Escondido Drive and Caddy Shack Lane, the estimated cost of construction is \$28,000. The portion of Valle Escondido Drive which extends south off West Michigan Avenue for approximately 1600 feet to its terminus, near the intersection of Valle Escondido Drive and Caddy Shack Lane, is privately-owned and maintained by Hills Apartment Communities, L.C., who has requested the access closure of their private road. To maintain drainage and access for public safety as well as other public services it is necessary to acquire this property.

BACKGROUND:

Due to the proposed partial closure of Valle Escondido Drive, the County has plans to do some improvement work, including lane realignment, landscaping and drainage, at the intersection area of Valle Escondido Drive and Caddy Shack Lane, the estimated cost of construction is \$28,000. The portion of Valle Escondido Drive which extends south off West Michigan Avenue for approximately 1600 feet to its terminus, near the intersection of Valle Escondido Drive and Caddy Shack Lane, is privately-owned and maintained by Hills Apartment Communities, L.C., who has requested the access closure of their private road. To maintain drainage and access for public safety as well as other public services it is necessary to acquire this property.

To perform the work will require the acquisition of a portion (30' x 204.43' = 6,132.90 square feet or approximately 0.14 acres) of the privately-owned portion of Valle Escondido Drive. This portion of Valle Escondido Drive is owned by Hills Apartment Communities, L.C. The property owner was not interested in donating the property, but would be willing to sell the requested right-of-way and convey a temporary construction easement, which is needed to allow the County to perform the one-time landscaping and drainage work on the Hills property adjacent to the new roadway. The scope of the landscaping is shown in the exhibits of the temporary construction easement. After several discussions, the owner has indicated that he would be willing to sell the property for the negotiated price of \$12,196.80, which is approximately \$2.00 per square foot, and is willing to proceed with the sale under the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board authorization to proceed with this acquisition.

BUDGETARY IMPACT:

Funds for this project, which includes the estimated cost of construction of \$28,000.00 are available in Fund 351, LOST II, Account 210105/56101/56301, Project #10EN0401.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Temporary Easement

Checklist

Title Commitments

Map

Public Disclosure of Interest

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Hills Apartment Communities, L.C., whose address is 2355 West Michigan Avenue, 0-2, Pensacola, FL 32526 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2011.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Twelve Thousand One Hundred Ninety Six Dollars and Eighty Cents (\$12,196.80), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If within 30 days of the Seller executing the Contract, the Contract is not executed by Buyer and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract or when the parties approve and execute the "Temporary Construction Easement" attached hereto as Exhibit "B", whichever shall occur last.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released from all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are, and at closing there will be, no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker. The parties warrant to one another that no real estate brokers or other salespersons have been used to procure this sale and no brokerage commissions or other payments are required under this provision.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed, (see Exhibit "C" hereto) with the restriction that Buyer shall use the Property to construct a road and right of way to be used by the public for one-way, east-bound traffic.

10. CLOSING. This transaction will be closed and the Warranty Deed and other required closing documents, prepared jointly by Buyer and Seller, delivered at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days following the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract. The parties acknowledge the Property is presently encumbered by the Mortgage recorded in Official Record Book 4805, page 1054, Assignment of Rents and Leases recorded in Official Record Book 4805, page 1054, and UCC Financing Statements recorded in Official Record Book 6675, page 1864 (collectively "the Mortgage"). A partial release of the Mortgage shall be a condition precedent to closing. Absent the execution of said release on or before the date of closing, the parties shall be released from their obligations under this Contract and there shall be no further duty or obligation as to either party. Buyer acknowledges that one automatic 45 day extension of the closing shall be automatically approved upon Seller's certification to Buyer's counsel that a partial release of the Mortgage has yet to be obtained but, in good faith, is believed to be forthcoming.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any,

plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned (if any), and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Neither party will assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

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

18. **OTHER AGREEMENTS.** This Contract is conditioned and contingent upon the approval and execution by the parties of the "Temporary Construction Easement" attached hereto as Exhibit "B" ("Construction Easement"). Absent such execution within the 30 day time frame specified in Section 3 above, this Contract shall be null and void. No prior or present agreement or representation is binding upon Buyer or Seller unless expressly referenced in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
1190 West Leonard Street, Suite 1
Pensacola, Florida 32501

WITH A COPY TO:

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

TO SELLER:

Hills Apartment Communities, L.C.
John E. Sylvester, Jr., Managing Member
2355 West Michigan Avenue, 0-2
Pensacola, Florida 32526

WITH A COPY TO:

R. Todd Harris, Esquire
McDonald, Fleming, Moorhead, Ferguson
Green, Smith & de Kozan, LLP
25 West Government Street
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases affecting the Property. Releases of the Mortgage described in paragraph 10 shall be governed as set forth therein.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives

any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, either party may terminate this Contract. In such event, any deposit paid under the Contract shall be refunded to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

28. POWER OF TERMINATION. Seller shall convey the Property in fee simple subject to a condition subsequent and shall retain a power of termination in the event that Buyer either (i) fails to construct and maintain a road and right of way to be used by the public for one-way, east-bound traffic, or (ii) vacates or abandons its interest in and use of the Property; provided, however, that Seller shall exercise its power of termination by paying to Buyer the original purchase price within 90 days of receiving written notice by certified mail from Buyer (its successors or assigns) of the foregoing events. Upon exercise of the power of termination, all of the right, title and interest in and to the Property and improvements thereto held by Buyer shall revert to and revest in Seller, its successors or assigns. However, if Seller fails to exercise its power of termination by paying to Buyer the original purchase price within 90 days of receiving written notice by certified mail from Buyer (its successors or assigns) of the foregoing events, all right, title, and interest in and to the Property and improvements thereto shall remain with Buyer, free from any restrictions or rights retained by Seller.

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

SELLER:
Hills Apartment Communities, L.C.

William Sylvester
Witness

WILLIAM SYLVESTER
Print Name

Kathleen M. Sylvester
By: Kathleen M. Sylvester
Managing Member

Jason D. Pope
Witness

Jason Daniel Pope
Print Name

Date: 9.26.11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of September, 2011, by Kathleen M. Sylvester, Managing Member signing on behalf of Hills Apartment Communities, L.C., who () is personally known to me; () produced current as identification.



(Notary Seal)

Shelley D. Krendick
Signature of Notary Public

Shelley D. Krendick
Printed Name of Notary Public

Exhibit "A"

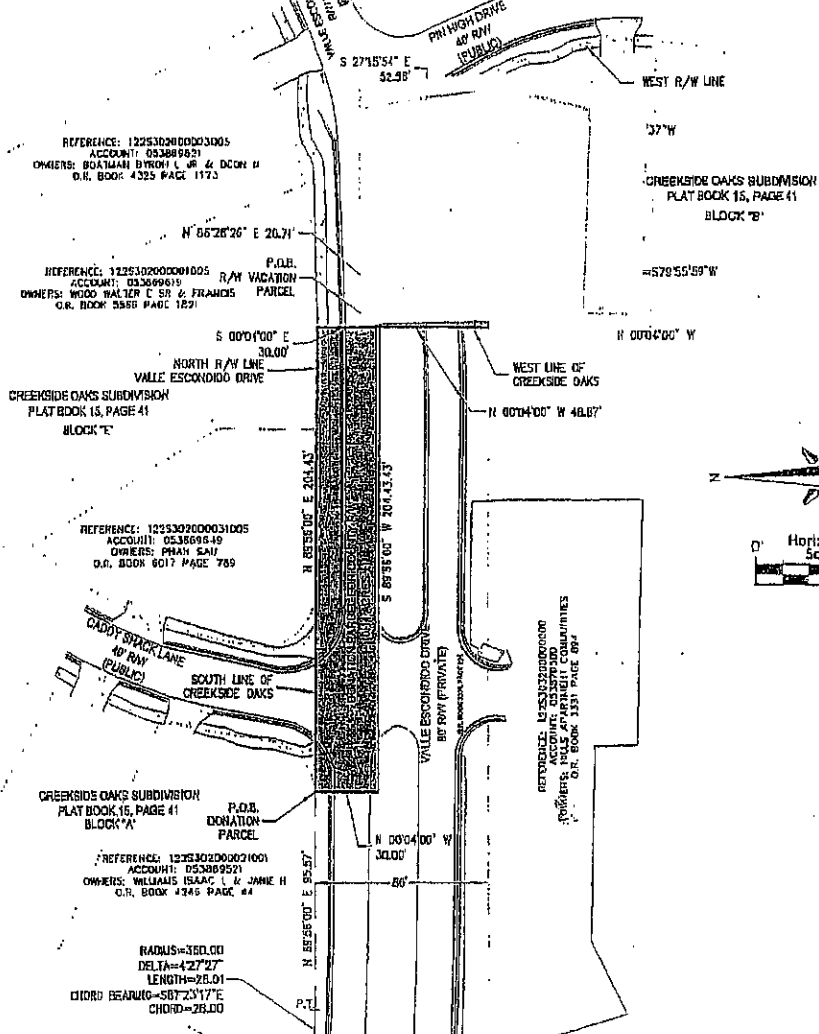
Legal Description
Parcel for County Right-of-Way
July 5, 2011

A parcel of land lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 21, Block "A" of Creekside Oaks Subdivision as recorded in Plat Book 15 at page 41 of the public records of said county, said Point of Commencement also being a point on a circular curve concave to the North having a radius of 360.00 feet and a central angle of $04^{\circ}27'27''$; thence proceed in an Easterly direction along the South line of said Creekside Oaks Subdivision and the arc of said curve for 28.01 feet (Chord Bearing South $87^{\circ}23'17''$ East ~ Chord 28.00 feet) to the Point of Tangency; thence continuing along said South line proceed North $89^{\circ}56'00''$ East for a distance of 95.57 feet for the Point of Beginning; thence continuing along said South line North $89^{\circ}56'00''$ East for a distance of 204.43 feet to the West line of said Creekside Oaks Subdivision; thence departing said South line proceed along said West line South $00^{\circ}04'00''$ East for a distance of 30.00 feet; thence departing said West line proceed South $89^{\circ}56'00''$ West for a distance of 204.43 feet; thence proceed North $00^{\circ}04'00''$ West for a distance of 30.00 feet to the Point of Beginning, containing 0.14 acres, more or less.

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



REFERENCE: 122530200003005
ACCOUNT: 053899521
OWNERS: BOATMAN BYRON L JR & DORIS H
O.R. BOOK 4325 PAGE 1173

REFERENCE: 122530200004005
ACCOUNT: 053899515
OWNERS: WOOD WALTER C SR & FRANCIS
O.R. BOOK 5585 PAGE 1291

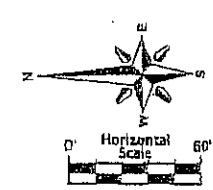
REFERENCE: 1225302000031005
ACCOUNT: 053899549
OWNERS: PHAY SAH
O.R. BOOK 6017 PAGE 789

REFERENCE: 1225302000021001
ACCOUNT: 053899521
OWNERS: WILLIAMS ISAAC L & JAMIE H
O.R. BOOK 4345 PAGE 44

RADIUS=360.00
DELTA=427.27
LENGTH=28.01
CHORD BEARING=587.2317°E
CHORD=28.00

POINT OF COMMENCEMENT
SOUTHWEST CORNER LOT 21, BLOCK "A"
CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
FOUND 4" SQUARE CONCRETE
MONUMENT RL52729

CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
BLOCK "B"



LEGEND	
P.T.	~ POINT OF TANGENCY
P.R.C.	~ POINT OF REVERSE CURVATURE
O.R.	~ OFFICIAL RECORDS
R/W	~ RIGHT-OF-WAY

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT
(Carriage Hills Apartments)

THIS TEMPORARY CONSTRUCTION EASEMENT is made this _____ day of _____, 2011, by and between **Hills Apartment Communities, L.C.**, whose address is 2355 West Michigan Avenue, 0-2, Pensacola, FL 32526 (Grantor), and **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida, described in the attached Exhibit A ("Grantor's Property"); and Grantee is the owner of that certain right-of-way described in Exhibit "B" ("Right-of-Way"); and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of constructing improvements and installing landscaping upon a portion of Grantor's Property and the Right-of-Way (collectively "the Construction Property"), both described and illustrated in the attached Exhibit C;

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

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made part of this agreement.
2. Grantor grants to Grantee a temporary construction easement over and across that portion of Grantor's Property illustrated in the attached Exhibit C for the sole purpose of constructing the improvements and installing the landscaping described in Exhibit C. The grant of temporary easement is subject to the rights and interests, if any, of other persons in or with respect to the area on which the Easement is located.

3. Grantee agrees to complete construction of the improvements and installation of the landscaping as set forth in Exhibit C, at its sole expense except that Grantor acknowledges that, as to the irrigation portion of landscaping improvements, Grantee shall be responsible only for providing to Grantor the materials for the irrigation system shown in the attached Exhibit C. Labor for the installation of the irrigation system on the Construction Property and maintenance of the same shall be provided by Grantor at its sole expense following completion of Grantee's construction work and expiration of this Temporary Construction Easement. Grantee agrees to use its best efforts to complete the construction and landscaping within 90 days after this Temporary Construction Easement is accepted by Grantee, with time being of the essence.

4. Grantee agrees it will repair, replace or restore any property of Grantor or property of third parties located on Grantor's property damaged by Grantee during the course of construction.

5. THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion and acceptance of the construction of the improvements and landscaping or, at the sole discretion of the Grantor, said easement may be terminated anytime 90 days after this Temporary Construction Easement is accepted by Grantee, upon notification of the termination in writing to the Escambia County Engineer copied to the office of the County Attorney. Upon expiration of this Temporary Construction Easement, title to the improvements and landscaping and the right to maintain and protect the same shall vest with and thereafter remain the sole responsibility of Grantor.

Signed, sealed and delivered
in the presence of:

GRANTOR:
Hills Apartment Communities, L.C.

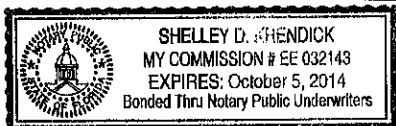
Witness William Sylvester
Print Name WILLIAM SYLVESTER

By: Kathleen M. Sylvester
Kathleen M. Sylvester
Managing Member

Witness Jason D. Pope
Print Name Jason Daniel Pope

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of September, 2011, by Kathleen M. Sylvester, Jr., Managing Member signing on behalf of Grantor, Hills Apartment Communities, L.C., who () is personally known to me, or () has produced current _____ as identification.



Shelley D. Kendrick
Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Temporary Construction Easement is accepted by **Grantee**, Escambia County, Florida, on the _____ day of _____, 2011, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

EXHIBIT "A"

003331M 897

EXHIBIT A TO QUITCLAIM DEED FROM CARRIAGE HILLS ASSOCIATES, LTD. TO HILLS APARTMENT COMMUNITIES, L.C.

LEGAL DESCRIPTION

Parcel #1

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulsley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right-of-way line of Michigan Avenue, a distance of 1285.00 feet to the point of beginning; thence continue North 89°56' East along said South right-of-way line a distance of 1520.00 feet; thence go 00°04' East a distance of 240.00 feet; thence go South 89°56' West a distance of 380.00 feet; thence go South 70°56' West a distance of 330.00 feet; thence go South 82°56' West a distance of 420.00 feet; thence go South 15°56' West a distance of 690.15 feet to a point on a curve concave to the Northeast and having a radius of 360.00 feet; thence go along said curve to the right an arc distance of 422.65 feet (chord = 398.80 feet, chord bearing North 33°42'00" West) to a point of tangency; thence go North 00°04' West a distance of 730.00 feet to the point of beginning.

Parcel #2

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulsley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39°17' East along the centerline of said Gulf Power Company Easement, a distance of 342.45 feet; thence go South 46°31' East along said centerline a distance of 969.91 feet to a point intersected by the centerline of a second Gulf Power Company Easement (200 foot right-of-way); thence continue South 46°31' East along the centerline of said easement (100 foot right-of-way) a distance of 180.04 feet; thence go North 44°45' East a distance of 50.01 feet to the Point of Beginning; thence continue North 44°45' East a distance of 130.35 feet to a point of curvature; thence go along a curve to the right having a radius of 119.34 feet an arc distance of 58.70 (chord distance = 58.11 feet, chord bearing = North 58°50'30" East) to a point of tangency; thence go North 72°56' East a distance of 1129 feet to a point on the southernmost right-of-way line of Valle Escondido Drive (80 foot right-of-way), said point also being on a curve concave to the Northeast and having a radius of 440.00 feet; thence go along said Valle Escondido Drive right-of-way on said curve an arc distance of 520.55 feet (chord distance = 490.71 feet, chord bearing = South 56°10'30" East) to a point of tangency; thence go North 89°56' East a distance of 308.00 feet; thence leaving said Valle Escondido Drive right-of-way go South 00°04' East a distance of 200 feet; thence go South 89°56' West a distance of 225.00 feet; thence go North 39°52'20" West a distance of 117.15 feet; thence go North 89°56' East a distance of 288.54 feet to a point on the northernmost right-of-way line of aforesaid Gulf Power Company Easement (100 foot right-of-way); thence go North 46°31' West along the northernmost line of said Gulf Power Company Easement a distance of 374.24 feet to the Point of Beginning.

Parcel #3

An 80 ft. wide parcel of property known as Valle Escondido Drive, the centerline of which is described as follows:

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulsley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right-of-way line of Michigan Avenue a distance of 1245 feet to the Point of Beginning; thence go South 00°04' East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 400.00 feet for an arc length of 628.32 feet to a point of tangency; thence go North 89°56' East a distance of 300 feet to the point of beginning.

Construction Exhibit "A"

OR 383X 3331M 898

PARCEL #4, EXHIBIT A

ESPERANTO ROAD PARCEL

Begin at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, 100-foot right-of-way) and the centerline of a Gulf Power Company Easement (100-foot right-of-way) in Section 13, Township-2-South, Range-30-West, Escambia County, Florida; thence go South 39°17'00" East along the centerline of the aforesaid Gulf Power Easement a distance of 342.45 feet; thence go South 46°31'00" East along the centerline of the aforesaid easement a distance of 1069.94 feet to a point on the Southeasterly right-of-way line of a 200-foot wide Gulf Power Easement; thence go North 44°45'00" East along the aforesaid Southeasterly right-of-way line a distance of 50.00 feet to the Point of Beginning; thence go South 46°31'00" East a distance of 80.02 feet; thence go North 44°45' East a distance of 130.35 feet to a point of curvature; thence go along a curve to the right having a radius of 119.34 feet an arc distance of 58.70 (chord distance = 58.11 feet, chord bearing = North 58°50'30" East) to a point of tangency; thence go North 72°56' East a distance of 11.29 feet to a point on the southernmost right-of-way line of Valle Escondido Drive (80-foot right-of-way); thence continue in a northerly direction along said right-of-way line of Valle Escondido Drive a distance of 80.00 feet, more or less to a point at the intersection of the north right-of-way line of Esperanto Drive and the west right-of-way line of Valle Escondido Drive; thence continue in a southwesterly direction along the northerly right-of-way line of Esperanto Drive (80' right-of-way) (said line being parallel to and 80.00 feet more or less from the southerly right-of-way line of Esperanto Drive) to the Point of Beginning.

Exhibit A to Quitclaim Deed from Carriage Hills Associates, Ltd. to Hills Apartment Communities, L. C.

EXHIBIT B TO QUITCLAIM DEED
FROM CARRIAGE HILLS ASSOCIATES, LTD.
TO HILLS APARTMENT COMMUNITIES, L. C.

COMMERCIAL PARCEL

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the center line of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West Escambia County, Florida, for the Point of Beginning; thence North 89 degrees 56 minutes East along the South right-of-way line of Michigan Avenue a distance of 1205.00 feet; thence go South 0 degrees 04 minutes East a distance of 508.33 feet; thence go South 89 degrees 56 minutes West a distance of 732.85 feet to a point on the centerline of aforesaid Gulf Power Company Easement; thence go North 46 degrees 31 minutes West along said centerline a distance of 352.71 feet; thence go North 39 degrees 17 minutes West along said centerline a distance of 342.45 feet to the Point of Beginning. The above described parcel being in Section 13, Township 2 South, Range 30 West, Escambia County, Florida, and contains 11.485 acres.

AND

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100' R/W) and the centerline of a Gulf Power Company Easement (100' R/W) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39 degrees 17 minutes 00 seconds East along the aforesaid centerline of the Gulf Power Easement a distance of 342.45 feet; thence go South 46 degrees 31 minutes 00 seconds East along the aforesaid centerline a distance of 352.71 feet to the Point of Beginning; thence go North 89 degrees 56 minutes 00 seconds East a distance of 732.85 feet to a point on the Westerly right-of-way line of Valle Escondido Drive (80' R/W); thence go South 00 degrees 04 minutes 00 seconds East along the aforesaid Westerly right-of-way line a distance of 221.67 feet to a point of curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 90.50 feet (CH = 90.34', CH BRG = S-8° 57' 50" E) to a point of intersection with the Northerly right-of-way line of Esperanto Drive (80' R/W); thence go South 72 degrees 56 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 11.29 feet to a point of curvature; thence go along a curve to the left having a radius of 199.34 feet an arc distance of 98.06 feet (CH = 97.07', CH BRG = S 58° 50' 10" W) to a point of tangency; thence go South 44 degrees 45 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 182.14 feet to a point on the centerline of the aforesaid 100 foot Gulf Power Easement; thence go North 46 degrees 31 minutes 00 seconds West along the centerline of the aforesaid Easement a distance of 717.23 feet to the Point of Beginning.

CR 2003 3331 PC 900

**EXHIBIT C TO QUITCLAIM DEED
FROM CARRIAGE HILLS ASSOCIATES, LTD.
TO HILLS APARTMENT COMMUNITIES, L. C.**

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100' R/W) and the centerline of a Gulf Power Easement (100' R/W) Sec. 13, T-2-S, R-30-W, Escambia County, Florida; thence go North 89°56' East along the aforesaid Southerly right-of-way line of Michigan Avenue a distance of 1285.00 feet to a point on the Easterly right-of-way line of Valle Escondido Drive (80' R/W); thence go South 00°04' East along the aforesaid Easterly right-of-way line of Valle Escondido Drive a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 360.00 feet an arc distance of 565.49 feet (CH = 509.12', CH BRG = S 45°04'01" E) to a point of tangency and the Point of Beginning; thence go North 30°37' East a distance of 616.94 feet; thence go North 88°56' East a distance of 450.00 feet; thence go North 71°56' East a distance of 600.00 feet; thence go South 36°04' East a distance of 550.00 feet; thence go South 58°04' East a distance of 205.00 feet; thence go South 52°56' West a distance of 560.00 feet; thence go South 48°56' West a distance of 325.00 feet; thence go South 89°56' West a distance of 840.00 feet; thence go North 00°04' West a distance of 380.00 feet to a point on the Northerly right-of-way line of the aforesaid Valle Escondido Drive; thence go South 89°56' West along the aforesaid Northerly right-of-way line of Valle Escondido Drive a distance of 300.00 feet to the Point of Beginning. The above described parcel of land contains 29.172 acres. All lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida.

0 2 8 1 4 0

FILED & RECORDED IN
PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA
MAY 11 3 43 PM '93

THIS PAGE NOTED
AS BEING RECORDED
BY JOE FLOWERS
607 HOLLER
ESCAMBIA COUNTY

Parcel D, Creekside Oaks, according to the Plat thereof as recorded in Plat Book 15, Pages 41A and 41B of the Public Records of Escambia County, Florida

LEGAL DESCRIPTION AND SKETCH

Exhibit "B"

Legal Description
 County Right-of-Way Vacation Parcel
 May 11, 2010

A parcel of land lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 21, Block "A" of Creekside Oaks Subdivision as recorded in Plat Book 15 at page 41 of the public records of said county, said Point of Commencement also being a point on a circular curve concave to the North having a radius of 360.00 feet and a central angle of $04^{\circ}27'27''$; thence proceed in an Easterly direction along the South line of said Creekside Oaks Subdivision and the arc of said curve for 28.01 feet (Chord Bearing South $87^{\circ}23'17''$ East ~ Chord 28.00 feet) to the Point of Tangency; thence continuing along said South line proceed North $89^{\circ}56'00''$ East for a distance of 120.57 feet; thence continuing along said South line North $89^{\circ}56'00''$ East for a distance of 179.43 feet to the West line of said Creekside Oaks Subdivision; thence departing said South line proceed along said West line South $00^{\circ}04'00''$ East for a distance of 30.00 feet to the Point of Beginning; thence departing said West line proceed North $86^{\circ}28'28''$ East for a distance of 20.71 feet; thence proceed South $89^{\circ}00'44''$ East for a distance of 67.89 feet; thence proceed South $27^{\circ}15'54''$ East for a distance of 52.58 feet to a point of the East right-of-way line of Pin High Drive (40' R/W), said point also being on a circular curve concave to the South having a radius of 25.00 feet and a central angle of $78^{\circ}39'44''$; thence in a Northwesterly direction along the arc of said curve and along the said West right-of-way of Pin High Drive and the South right-of-way line of Valle Escondido (R/W varies) for a distance of 34.32 feet (Chord Bearing North $66^{\circ}35'37''$ West ~ Chord 31.89 feet) to the Point of Reverse Curvature of a circular curve concave to the North having a radius of 415.48 feet and a central angle of $11^{\circ}42'52''$; thence proceed in a Westerly direction along the arc of said curve and the South right-of-way line of Valle Escondido (R/W varies) for a distance of 84.95 feet (Chord Bearing South $79^{\circ}55'59''$ West ~ Chord 84.80 feet) to the aforesaid West line of Creekside Oaks Subdivision; thence departing said South right-of-way line and along said West line of Creekside Oaks Subdivision proceed North $00^{\circ}04'00''$ West for 48.87 feet to the Point of Beginning, containing 0.095 acres, more or less.

Less and Except Parcel "D" (Private), Creekside Oaks, as recorded in Plat Book 15, page 41, of the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: C.S.R.	Project No.: 20190007
Survey Date: 02/02/2010	Drawing No. L-4739
Drawing Date: 05/13/2010	Field Book: 430 Page: 15-21
Section, Township, Range:	12, T-2-S, R-30-W
Type of Survey:	Sheet No. 2 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
 ESCAMBIA COUNTY, FLORIDA
 SUITE NO. ONE, 1190 W. LEONARD STREET, PENSACOLA, FLORIDA 32501-1116

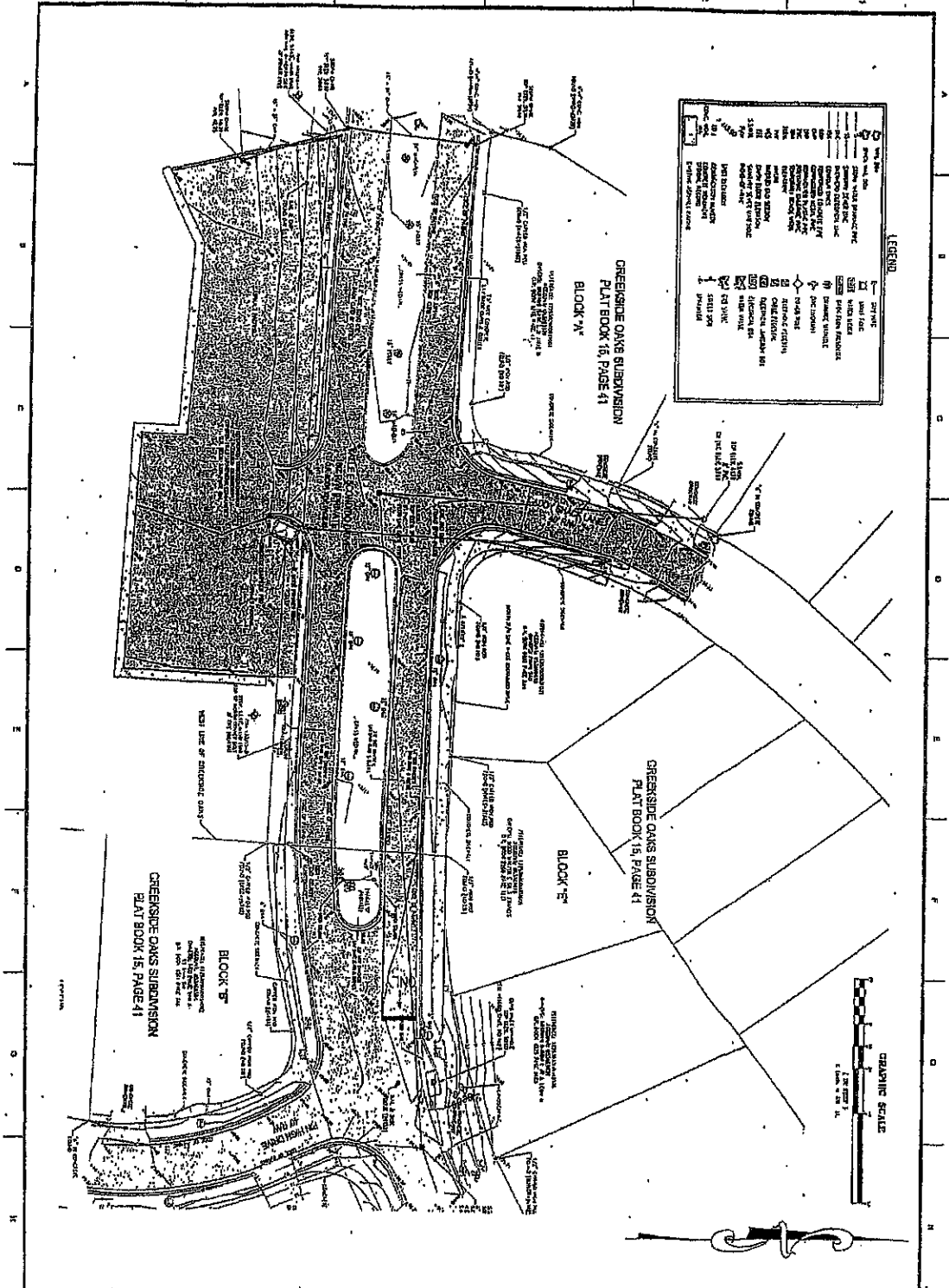
UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Construction Exhibit "B"

Exhibit "C"

8/2018 Project: 19013-01 Carriage Hills Improvement (19013-01) 1/20/18



DATE	BY	REVISION

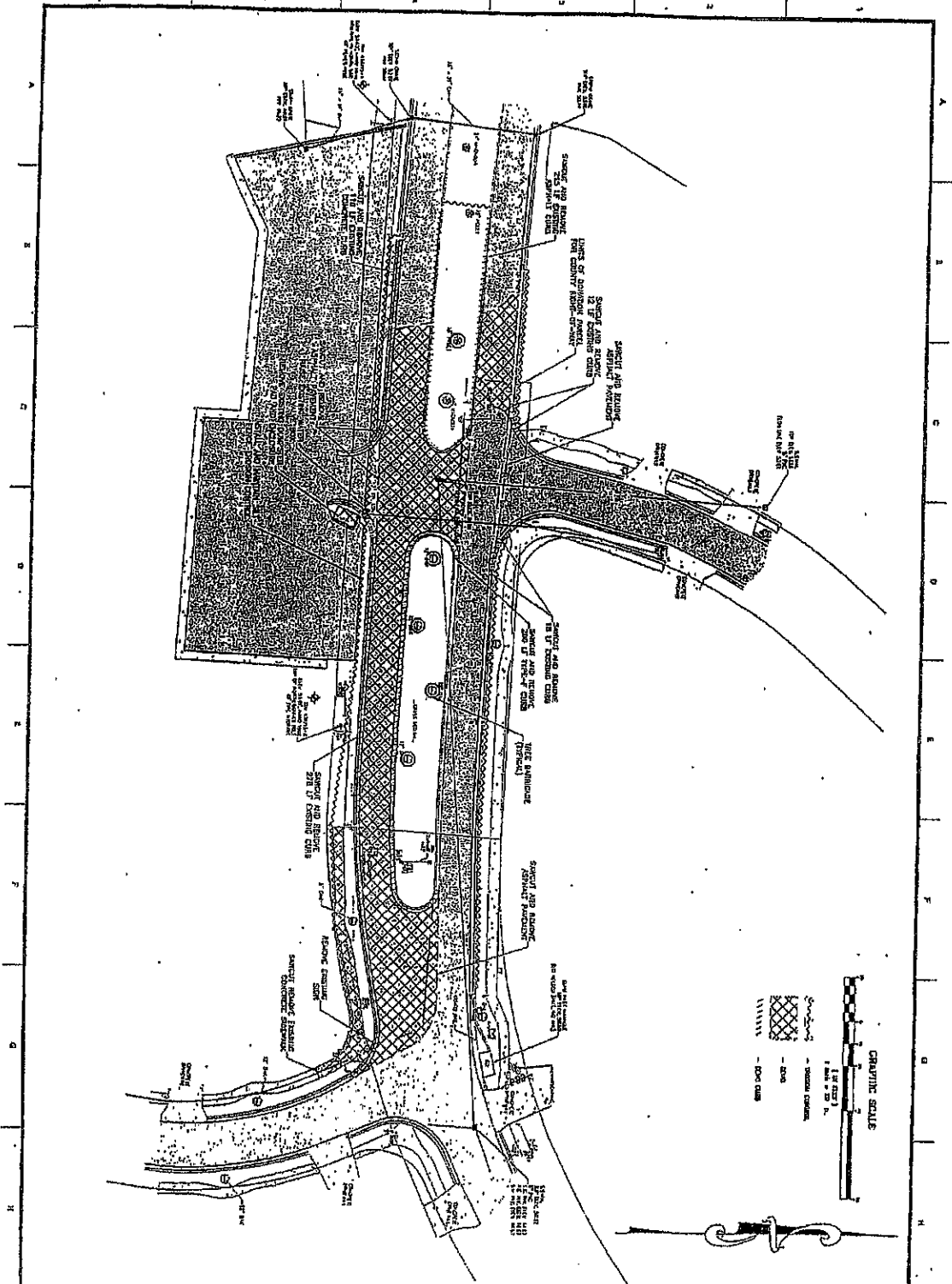
CARRIAGE HILLS
IMPROVEMENT
EXISTING CONDITIONS


KH&A Kenneth Home & Associates, Inc.
 CIVIL ENGINEERS
 PO BOX 10559, TAMPA, FLORIDA 33614
 1209 W. 4TH AVENUE, SUITE 2, PENSACOLA, FLORIDA 32504

DATE	REVISION

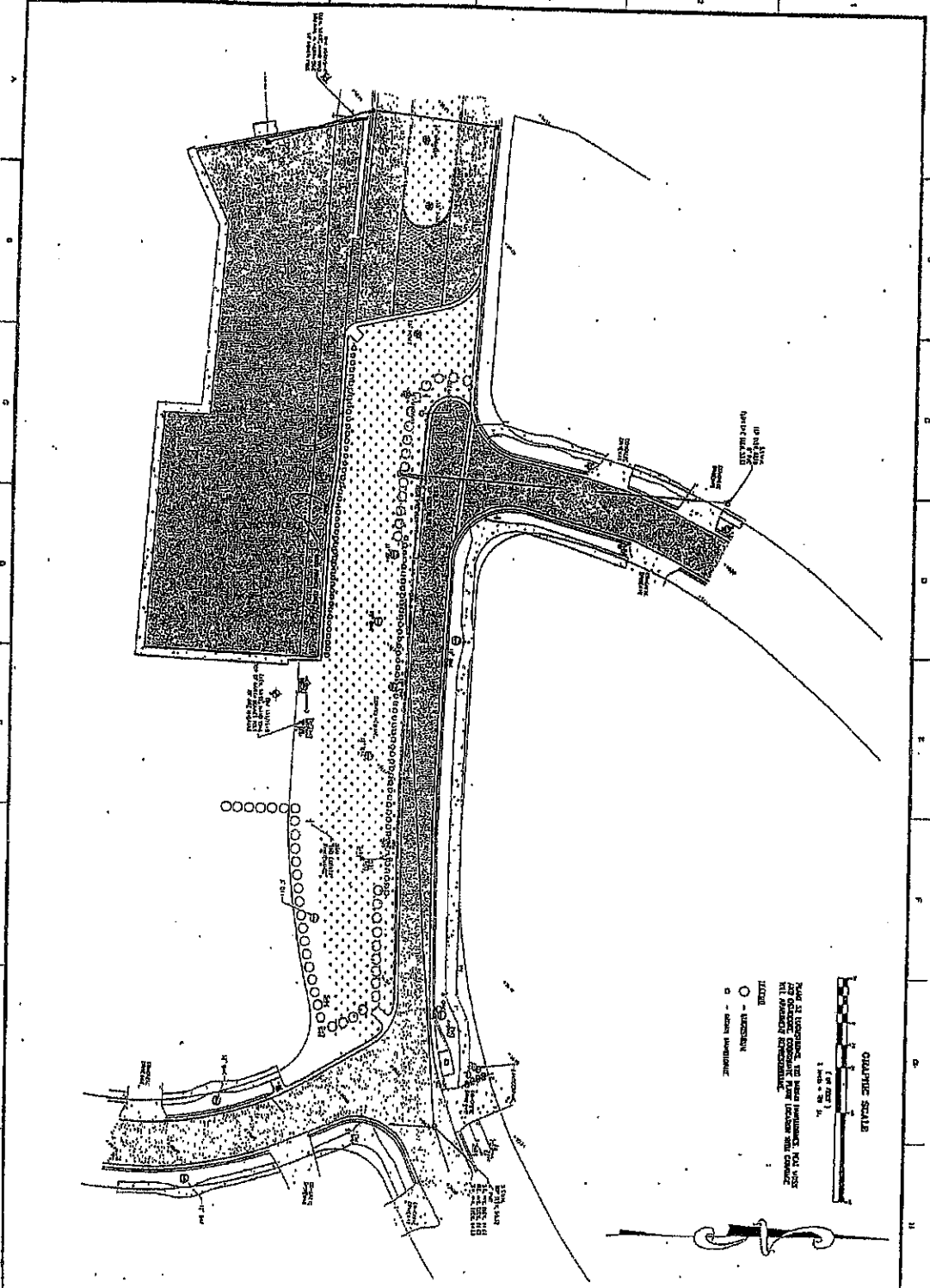
Construction Exhibit "C"

This drawing is the property of Kenneth Home & Associates, Inc. It is to be used only for the project and site shown hereon. It is not to be used for any other project or site without the written consent of Kenneth Home & Associates, Inc.

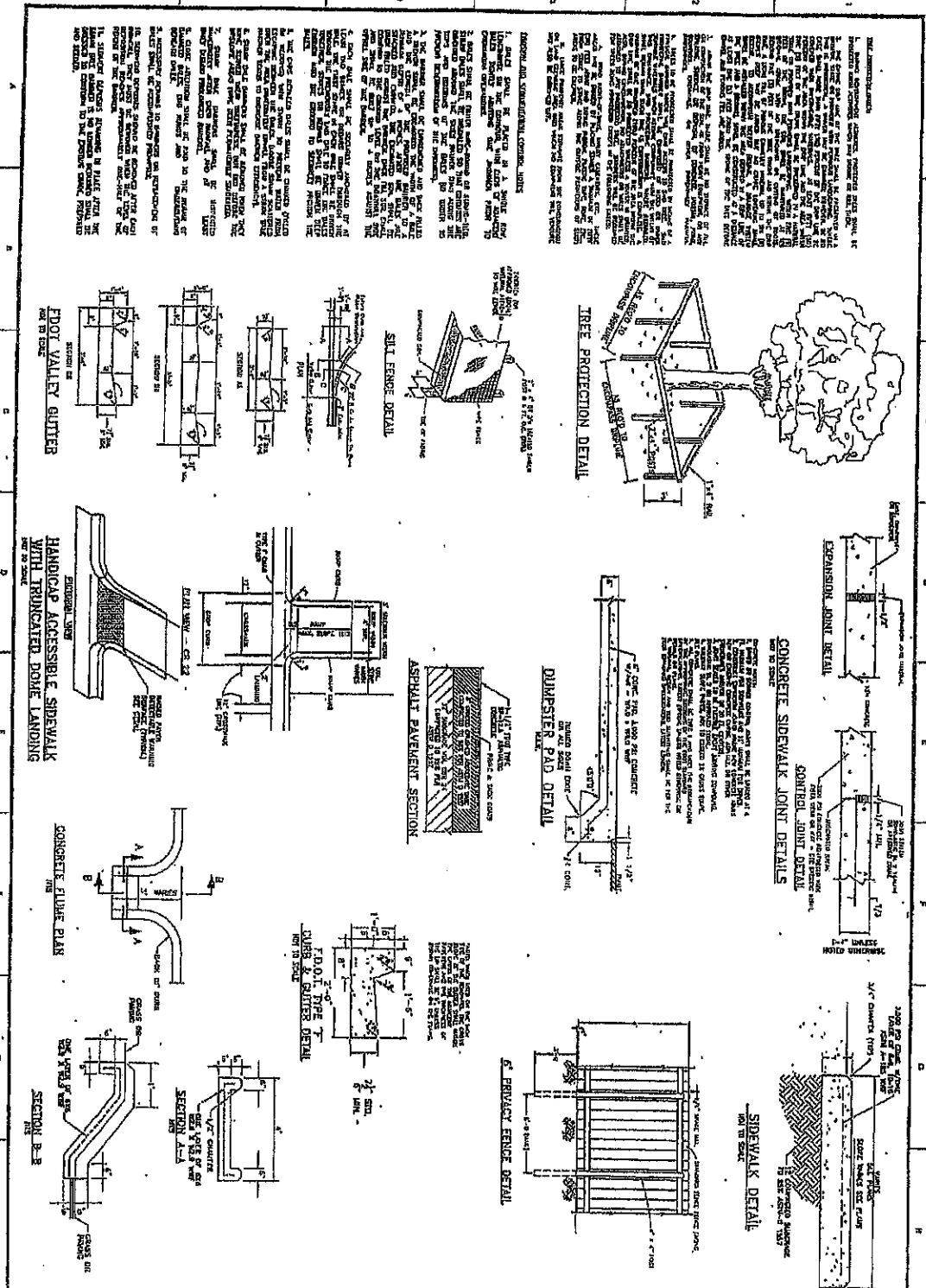


SHEET NO. 010 REVISIONS: SEE SHEET 009 CHECKED BY: JAC DATE: 09 APR 2010 SCALE: AS SHOWN NOT RELEASED FOR CONSTRUCTION DATE: 05/10	CARRIAGE HILLS IMPROVEMENT DEMOLITION PLAN ESCAMBA FLORIDA	 Kenneth Home & Associates, Inc. CIVIL ENGINEERS PO BOX 10669, PENSACOLA, FLORIDA 32504 7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504 (850) 474-5000 (850) 474-5001 FAX (850) 471-0593 FL. CERTIFICATE OF AUTHORIZATION #00000000	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISIONS												
NO.	DATE	REVISIONS																

THIS DRAWING IS THE PROPERTY OF KENNETH HOME & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KENNETH HOME & ASSOCIATES, INC.



SHEET NO. 01 TOTAL SHEETS 01 DATE: 04/12/10 SCALE: AS SHOWN NOT RELEASED FOR CONSTRUCTION DATE:	CARRIAGE HILLS IMPROVEMENT LANDSCAPING PLAN ESCAMBIA FLORIDA	Kenneth Home & Associates, Inc. CIVIL ENGINEERS PO BOX 10669, PENSACOLA, FLORIDA 32524 7201 N. 8TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504 (850) 471-9005 kha@kha.com FAX (850) 471-0093 FL CERTIFICATE OF AUTHORITY NO. 2581	NO. DATE REVISIONS _____ _____ _____ _____ _____
	THIS DRAWING IS THE PROPERTY OF KENNETH HOME & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KENNETH HOME & ASSOCIATES, INC.		DRAWN BY: RYAN CHECKED BY: J. HARRIS DATE: 04/12/10



<p>DATE: 10/27/10 DRAWN BY: JAC CHECKED BY: JAC IN CHARGE: JAC SCALE: AS SHOWN NOT RELEASED FOR CONSTRUCTION BY: JAC</p>	<p>CARRIAGE HILLS IMPROVEMENT DETAILS</p> <p>ESCALABA FLORIDA</p>	<p>KH&A Kenneth Home & Associates, Inc. CIVIL ENGINEERS</p> <p>PO BOX 10089, PENSACOLA, FLORIDA 32524 1201 N. 98TH AVENUE, SUITE E, PENSACOLA, FLORIDA 32501 (904) 477-9000 FAX (904) 477-0050 FL.CE.CA.PE.00000000000000000000</p>	<p>REV. DATE REVISIONS</p> <p>1. 10/27/10</p> <p>2. 10/27/10</p> <p>3. 10/27/10</p> <p>4. 10/27/10</p> <p>5. 10/27/10</p> <p>6. 10/27/10</p> <p>7. 10/27/10</p> <p>8. 10/27/10</p> <p>9. 10/27/10</p> <p>10. 10/27/10</p>
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0 PD07-08.134 General Paving and Drainage Pricing Agreement
 ENG# Valid From October 1, 2010 till September 30, 2011
 Section Number General Drainage and Paving

Quantity Units

Performance Bond Section 0001-

Item Code	Section Number	Description	Quantity	Units
0001-	1001	Performance Bond	1.00	Per \$1000
00010-	1001	Mobilization, 0 - 15 Miles	1	EA
00120-	1001	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	157	SY
00140-	1001	Remove Existing Asphalt	1416	CF
00140-	1002	Saw cut Existing Asphalt	452	LF
00150-	1002	Install Asphalt Curbs	35	LF
00310-	1009	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	501	LF
00310-	1011	FDOT Valley Curb And Gutter, FDOT Index 300, less than 500lf	77	LF
00320-	1022	Remove Curb	831	LF
00330-	1005	4' Concrete Sidewalk, FDOT Index 310, less than 500lf	8	LF
00340-	1002	Construction Of Concrete Flume, Per County Detail	55	CF

Section	Number	General Drainage and Paving	Quantity	Units
00350-	1001	Misc. Concrete	8	CY
00350-	1007	Remove Existing 6" Concrete	7	SY
00420-	3003	Relocate Traffic Signs	1	EA
00580-	1032	Readjust Water Valve	1	EA
00610-	1013	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	167	SY
00630-	1001	3" Top Soil	99	CY
00630-	1004	Provide Fill Along Road Shoulder (Truck Measures)	99	CY
00630-	1017	Centipede Sod, Staked, over 1000sy	1154	SY
00640-	1020	Silt Fence Type III, less than 500lf	801	LF
00720-	1001	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	35	LF
00730-	1001	Remove Existing 6' Wood Fence	35	LF
00920-	1004	Indian Hawthorn	120	EA
00940-	1002	Ligustrum, minimum 3 gallon container	52	EA

Sub Totals

Performance and Payment Bond (Required for projects over \$25,000.00)

Sub Totals

Grand Total

Balance of Line Qty Units

Unhide for additional Line 1218-1224

Additional Performance and Payment Bond 1

Revised Grand Total with BOL

Contractor Name APAC-Southeast, Inc		Contractor Name Gulf Atlantic Cont. Inc		Contractor Name Panhandle G & P		Contractor Name Pensacola Concrete	
Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
\$12.00	0.00	\$7.50	0.00	\$12.00	0.00	\$10.00	0.00
\$1,394.00	\$1,394.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,640.00	\$1,640.00
\$9.90	\$1,554.30	\$7.95	\$1,248.15	\$6.35	\$996.95	\$8.35	\$1,310.95
\$19.30	\$27,328.80	\$8.00	\$11,328.00	\$3.00	\$4,248.00	\$8.40	\$11,894.40
\$5.00	\$2,260.00	\$2.50	\$1,130.00	\$2.50	\$1,130.00	\$2.63	\$1,188.76
\$18.55	\$649.25	\$20.00	\$700.00	\$7.70	\$269.50	\$21.00	\$735.00
\$34.20	\$17,134.20	\$23.00	\$11,523.00	\$15.00	\$7,515.00	\$24.15	\$12,099.15
\$38.60	\$2,972.20	\$28.00	\$2,156.00	\$16.50	\$1,270.50	\$29.40	\$2,263.80
\$12.00	\$9,972.00	\$5.00	\$4,155.00	\$2.00	\$1,632.00	\$5.25	\$4,362.75
\$35.90	\$282.40	\$20.00	\$160.00	\$15.00	\$120.00	\$13.40	\$107.20
\$41.00	\$2,255.00	\$35.00	\$1,925.00	\$19.00	\$1,045.00	\$36.75	\$2,021.25

Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
\$846.00	\$5,760.00	\$850.00	\$6,800.00	\$320.00	\$2,560.00	\$892.50	\$7,140.00
\$18.80	\$131.80	\$3.00	\$21.00	\$2.50	\$17.50	\$30.00	\$210.00
\$26.25	\$26.25	\$26.25	\$26.25	\$25.00	\$25.00	\$26.25	\$26.25
\$630.00	\$630.00	\$630.00	\$630.00	\$818.00	\$618.00	\$350.00	\$350.00
\$17.20	\$2,700.40	\$12.50	\$1,982.50	\$10.90	\$1,711.30	\$13.13	\$2,061.41
\$37.00	\$3,653.00	\$30.00	\$2,970.00	\$9.00	\$891.00	\$31.50	\$3,118.50
\$37.00	\$3,663.00	\$15.00	\$1,485.00	\$8.00	\$792.00	\$15.75	\$1,569.25
\$2.31	\$2,665.74	\$2.31	\$2,665.74	\$2.00	\$2,308.00	\$1.89	\$2,181.06
\$7.82	\$6,283.82	\$2.50	\$2,002.50	\$2.50	\$2,002.50	\$2.63	\$2,106.63
\$9.98	\$349.30	\$10.00	\$350.00	\$9.79	\$342.65	\$9.98	\$349.30
\$2.63	\$92.05	\$2.65	\$92.75	\$2.00	\$70.00	\$2.63	\$92.05
\$18.90	\$2,268.00	\$18.90	\$2,268.00	\$8.40	\$1,008.00	\$10.00	\$1,200.00
\$18.90	\$982.80	\$18.90	\$982.80	\$16.80	\$873.60	\$50.00	\$2,600.00

\$95,898.11	\$57,381.89	\$32,976.50	\$60,617.71
\$1,151.98	\$430.38	\$395.72	\$606.18
\$97,150.09	\$57,812.05	\$33,372.22	\$61,223.89
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$97,150.09	\$57,812.05	\$33,372.22	\$61,223.89

Contractor Name Roads, Inc of NW Fl		Contractor Name Starfish, Inc of Ala	
Unit Price	Ext Cost	Unit Price	Ext Cost

\$11.00	0.00	\$12.00	0.00
\$1,500.00	\$1,500.00	\$900.00	\$900.00
\$5.50	\$863.50	\$6.00	\$942.00
\$1.50	\$2,124.00	\$10.00	\$14,160.00
\$1.80	\$813.60	\$3.00	\$1,356.00
\$9.00	\$315.00	\$14.00	\$490.00
\$11.50	\$5,761.50	\$15.00	\$7,515.00
\$14.50	\$1,116.50	\$17.00	\$1,309.00
\$2.00	\$1,662.00	\$6.00	\$4,986.00
\$10.00	\$80.00	\$10.00	\$80.00
\$19.00	\$1,045.00	\$7.50	\$412.50

Unit Price	Ext Cost	Unit Price	Ext Cost
\$360.00	\$2,800.00	\$400.00	\$3,200.00
\$2.40	\$16.80	\$20.00	\$140.00
\$25.00	\$25.00	\$20.00	\$20.00
\$180.00	\$180.00	\$200.00	\$200.00
\$9.90	\$1,554.30	\$9.80	\$1,538.80
\$8.50	\$841.50	\$10.00	\$990.00
\$7.50	\$742.50	\$10.00	\$990.00
\$1.80	\$2,077.20	\$2.00	\$2,308.00
\$2.00	\$1,602.00	\$4.00	\$3,204.00
\$10.00	\$350.00	\$22.00	\$770.00
\$3.00	\$105.00	\$10.00	\$350.00
\$20.00	\$2,400.00	No Bid	No Bid
\$24.00	\$1,248.00	No Bid	No Bid

\$29,223.40	\$45,861.10
\$321.46	\$550.33
<hr/>	<hr/>
\$29,544.86	No Bid
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$29,544.86	#VALUE!

Carriage Hills Apartments
 Irrigation Schedule for Drainage Project
 23-Nov-10

Nr	Description	Qty	Unit Cost	Total
1	2" SCH 40	140	0.63	88.20
2	3" 90 ELL	1	1.87	1.87
3	3" - 2" RED BUSH	1	2.10	2.10
4	2" COUP	6	1.08	6.48
5	2" TEE	1	2.25	2.25
6	2" - 1" RED BUSH	6	1.25	7.50
7	3/4" SCH 40	200	0.22	44.00
8	1" SCH 40	160	0.32	51.68
9	1" COUP	4	0.49	1.96
10	1 1/2" X 3/4" TEE	15	0.60	9.00
11	1x3/4 RED TEE PVC FITTING	3	1.45	4.35
12	PGP ROTOR	27	9.95	268.65
13	1 1/2" SCH 40	160	0.45	72.00
14	1 1/2" COUP	6	0.72	4.32
15	2 - 1 1/2" RED BUSH	2	1.37	2.74
16	1 1/2 - 1" RED BUSH	10	0.83	8.30
17	1" SCH 40	40	0.32	12.92
18	1" COUP	4	0.49	1.96
19	1 X 3/4 RED 90 ELL FITTING	16	1.45	23.20
20	1" TEE	8	0.81	6.48
21	1 1/2" TEE	8	1.55	12.40
22	HUNTER 2" VALVE	1	125.00	125.00
23	1" CAP	2	0.45	0.90
24	1 X 3/4 RED BUSH SPIG FITTING	12	0.58	6.96
25	PVC CEMENT	2	8.00	16.00
26	PVC PRIMER	2	8.00	16.00
27	SWING JOINT SJ-712	27	2.80	75.60
28	1/2" TUBING	1	0.22	21.50
29	TRENCH RENTAL	1	150.00	150.00
30	Estimated Material			1,044.32
31	Contingency	10%		104.43
32	Subtotal			1,148.75
33	Estimated Labor	36	25.00	900.00
34	Estimated Total			2,048.75

This document was prepared by:
Stephen G. West, Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this _____ day of _____, 2011, by and between Hills Apartment Communities, L.C., whose address is 2355 West Michigan Avenue, 0-2, Pensacola, Florida 32526 ("Grantor"), and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is Escambia County Governmental Complex, 221 South Palafox Place, Pensacola, Florida 32502 ("Grantee").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, convey to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2011 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, as well as the specific restriction that Grantee shall use the Property to construct a road and right-of-way to be used by the public for one-way, east-bound traffic only.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has a good right and title to convey; the Property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

GRANTOR conveys the Property in fee simple subject to a condition subsequent and shall retain a power of termination in the event that Grantee either (i) fails to construct and maintain a road and right of way to be used by the public for one-way, east-bound traffic, or (ii) vacates or abandons its interest in and use of the Property; provided, however, that Grantor shall exercise its power of termination by paying to Grantee the original purchase price within 90 days of receiving written notice by certified mail from Grantee (its successors or assigns) of the foregoing events. Upon exercise of the power of termination, all of the right, title and interest in

and to the Property and improvements thereto held by Grantee shall revert to and revest in Grantor, its successors or assigns. However, if Grantor fails to exercise its power of termination by paying to Grantee the original purchase price within 90 days of receiving written notice by certified mail from Grantee (its successors or assigns) of the foregoing events, all right, title, and interest in and to the Property and improvements thereto shall remain with Grantee, free from any restrictions or rights retained by Grantor.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

GRANTOR:
Hills Apartment Communities, L.C.

Witness _____
Print Name _____

By: _____
Kathleen M. Sylvester
Managing Member

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Kathleen M. Sylvester, as Managing Member of Hills Apartment Communities, L.C. who () is personally known to me, () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(notary public)

Exhibit "A"

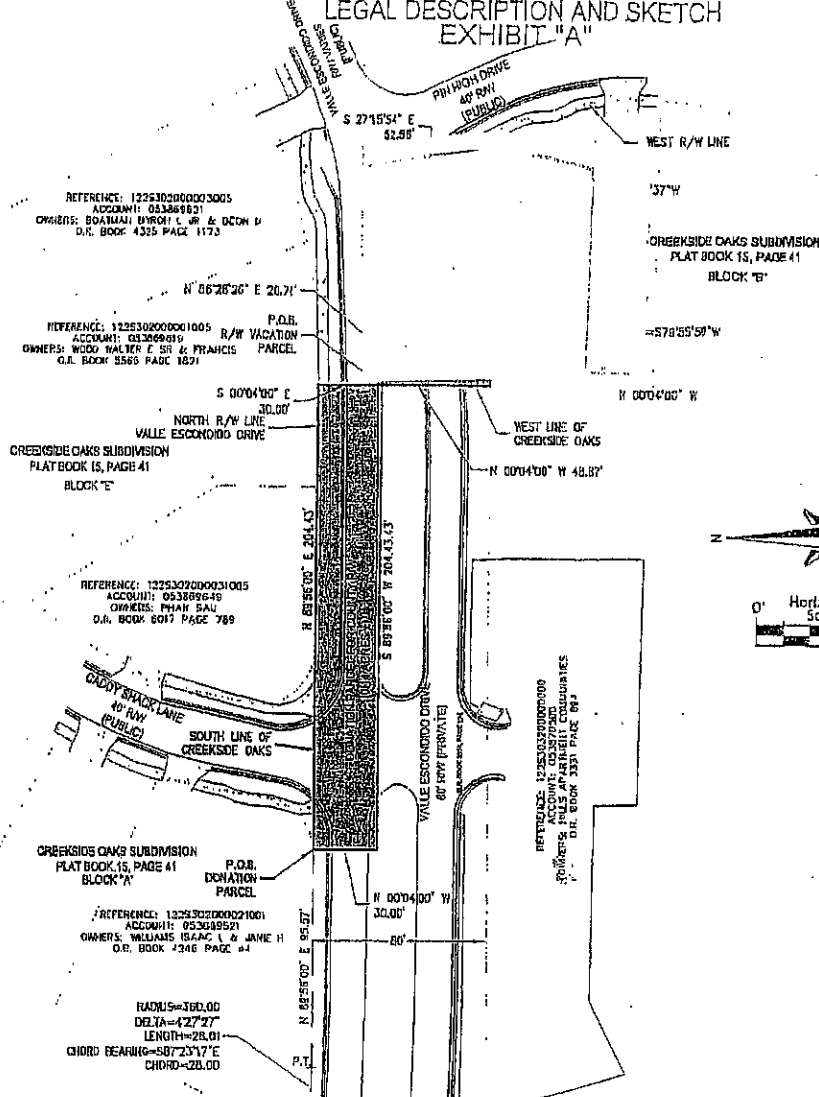
Legal Description
Parcel for County Right-of-Way
July 5, 2011

A parcel of land lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 21, Block "A" of Creekside Oaks Subdivision as recorded in Plat Book 15 at page 41 of the public records of said county, said Point of Commencement also being a point on a circular curve concave to the North having a radius of 360.00 feet and a central angle of $04^{\circ}27'27''$; thence proceed in an Easterly direction along the South line of said Creekside Oaks Subdivision and the arc of said curve for 28.01 feet (Chord Bearing South $87^{\circ}23'17''$ East ~ Chord 28.00 feet) to the Point of Tangency; thence continuing along said South line proceed North $89^{\circ}56'00''$ East for a distance of 95.57 feet for the Point of Beginning; thence continuing along said South line North $89^{\circ}56'00''$ East for a distance of 204.43 feet to the West line of said Creekside Oaks Subdivision; thence departing said South line proceed along said West line South $00^{\circ}04'00''$ East for a distance of 30.00 feet; thence departing said West line proceed South $89^{\circ}56'00''$ West for a distance of 204.43 feet; thence proceed North $00^{\circ}04'00''$ West for a distance of 30.00 feet to the Point of Beginning, containing 0.14 acres, more or less.

DEED EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



REFERENCE: 1225302000003005
ACCOUNT: 033469621
OWNERS: BOHANNAN BYRON L JR & DEON W
O.R. BOOK 4355 PAGE 1173

REFERENCE: 1225302000001005 P.O.B.
ACCOUNT: 033469619 R/W VACATION
OWNERS: WOOD HAZEL E III & FRANCIS PARCEL
O.R. BOOK 5565 PAGE 1821

REFERENCE: 12253020000031015
ACCOUNT: 053889649
OWNERS: PHAN BAN
O.R. BOOK 6047 PAGE 789

REFERENCE: 12253020000021001
ACCOUNT: 0530489521
OWNERS: WILLIAMS ISAAC L & JANE H
O.R. BOOK 4346 PAGE 64

RADIUS=360.00
DELTA=427.27
LENGTH=25.01
CHORD BEARING=S87°23'17"E
CHORD=25.00

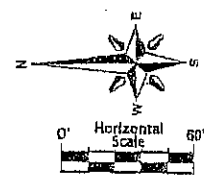
POINT OF COMMENCEMENT
SOUTHWEST CORNER LOT 21, BLOCK "A"
CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
FOUR 4" SQUARE CONCRETE
MONUMENT ALS2729

CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
BLOCK "B"

CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
BLOCK "E"

CREEKSIDE OAKS SUBDIVISION
PLAT BOOK 15, PAGE 41
BLOCK "A"

REFERENCE: 1225302000000000
ACCOUNT: 0530489521
OWNERS: PHAN BAN
O.R. BOOK 3331 PAGE 893



LEGEND	
P.T.	~ POINT OF TANGENCY
P.R.C.	~ POINT OF REVERSE CURVATURE
O.R.	~ OFFICIAL RECORDS
R/W	~ RIGHT-OF-WAY

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below. 12-25-30-2001-000-001

Property Location/Identification: PORTION OF VALLE ESCONOIDO DR. ACCT. # 053870050

County Administrator (or designee) - Appraisals

Appraiser (1): LESS THAN \$20,000
 Date of appraisal: NEGOTIATE THE PRICE 7-5-11
 Appraised value: \$12,196.00
 Received by: [Signature]
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: VACANT ROAD
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: VACANT - ROAD R/W
 Date: 7-5-11 NO REVIEW REQUIRED
 Comments: [Signature]

Risk Management Department - Property Inspection

Inspected by: VACANT - ROAD R/W
 Date: NO REVIEW REQUIRED
 Comments: 7-5-11 [Signature]

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
 Date: 07-12-2011
 Comments: REVIEWED LEGAL DESCRIPTION

Office of Management and Budget - Verification of Funding Source

Funding source: FUND 351 LOST II / 210105-56101/56301 / Project #10020401
 Verified by: [Signature]
 Date: 9-8-11
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: A portion of Valle Escondido Drive (Private R/W) / Parcel 12-2S-30-2001-000-001
Account # 053870050

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____
Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 8/5/2011
Received by: Doyle Butler, Engineering Environmental Coordinator ECOSW
Comments: Site qualifies for exempt status as per CO. Sec 46-139.2(b)
Doyle Butler
Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Community & Environment Bureau

13009 Beulah Road
Cantonment, Florida 32533-8831
Phone: 850.937.2160
Fax: 850.937.2152



Sandra Prince Jennings, P.E., Bureau Chief

August 5, 2011

Larry Goodwin
Real Estate Acquisition Specialist
Escambia County Public Works Bureau
3363 W. Park Place
Pensacola, FL 32505

RE: Environmental Site Assessment Exemption for Privately Owned and Maintained Portion of Valle Escondido Drive ROW Reference 122S302001000001

Mr. Goodwin,

I visited the Hill Apartment Communities Monday, July 27, 2011. They are listed as owner of record for the portion (approx. 0.14 acres) of Valle Escondido Drive ROW that the County is interested in acquiring. Reviewing the site and existing records, it is obvious that Valle Escondido Drive is a private existing Parkway currently being used by motorists and pedestrians living in the immediate area. The section of Valle Escondido Drive offered to the County is staked off with traffic bollards and is used by what appears as an entrance to another apartment complex. Prior to development in this residential neighborhood there were no roadways. When Valle Escondido Drive was constructed it was developed for the surrounding apartment complexes and therefore would not fall under the scope of the Comprehensive Environmental Response and Compensation and Liability Act (CERCLA).

The site inspections, maps, and related investigation confirmed that the site is residential and never had the use or designation as a "commercial site."

Therefore, it is determined that this site qualifies for "exempt" status as relates to an Environmental Site Assessment.

Call me at 937-2148 if I can be of help to you in the future.

Thank you,

A handwritten signature in blue ink that reads "Doyle Butler".

Doyle Butler, Engineering Environmental Coordinator
ECDSW

Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in

the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the Office of

*Escarosa Land Research,
LLC*


Authorized Signatory

ORT Form 4308 FL
ALTA Commitment for Title Insurance 6/06 (with Florida Modifications)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

*400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111*

By



President

Attest



Secretary

SCHEDULE A

ELRC File No: 030111

1. Effective Date: 3/17/11 at 8:00 A.M.
2. Policy or Policies to be issued: Amount:
 (a) ALTA Owners Policy TBD
 (10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

-
-
- (b) ALTA Standard Loan Policy
 (10/17/92 with Florida modifications)

Proposed Insured:

-
-
-
3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee simple
(fee simple, leasehold, etc.)

-
-
-
-
4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Hills Apartment Communities, L.C. by Quit Claim Deed in Official Records Book 3331 Page 894.

-
-
-
-
-
5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

A portion of Section 12, Township 2 South, Range 30 West, Escambia County, Florida,
As described on Exhibit "A" attached hereto and made a part hereof.

TA #12-2S-30-2001-000-001
Project: Valle Escondido Drive

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description
Donation Parcel for County Right-of-Way
October 28, 2010

A parcel of land lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 21, Block "A" of Creekside Oaks Subdivision as recorded in Plat Book 15 at page 41 of the public records of said county, said Point of Commencement also being a point on a circular curve concave to the North having a radius of 360.00 feet and a central angle of 04°27'27"; thence proceed in an Easterly direction along the South line of said Creekside Oaks Subdivision and the arc of said curve for 28.01 feet (Chord Bearing South 87°23'17" East - Chord 28.00 feet) to the Point of Tangency; thence continuing along said South line proceed North 89°56'00" East for a distance of 95.57 feet for the Point of Beginning; thence continuing along said South line North 89°56'00" East for a distance of 204.43 feet to the West line of said Creekside Oaks Subdivision; thence departing said South line proceed along said West line South 00°04'00" East for a distance of 30.00 feet; thence departing said West line proceed South 89°56'00" West for a distance of 204.43 feet; thence proceed North 00°04'00" West for a distance of 30.00 feet to the Point of Beginning, containing 0.14 acres, more or less.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

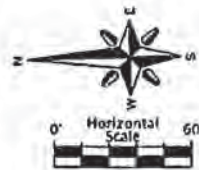
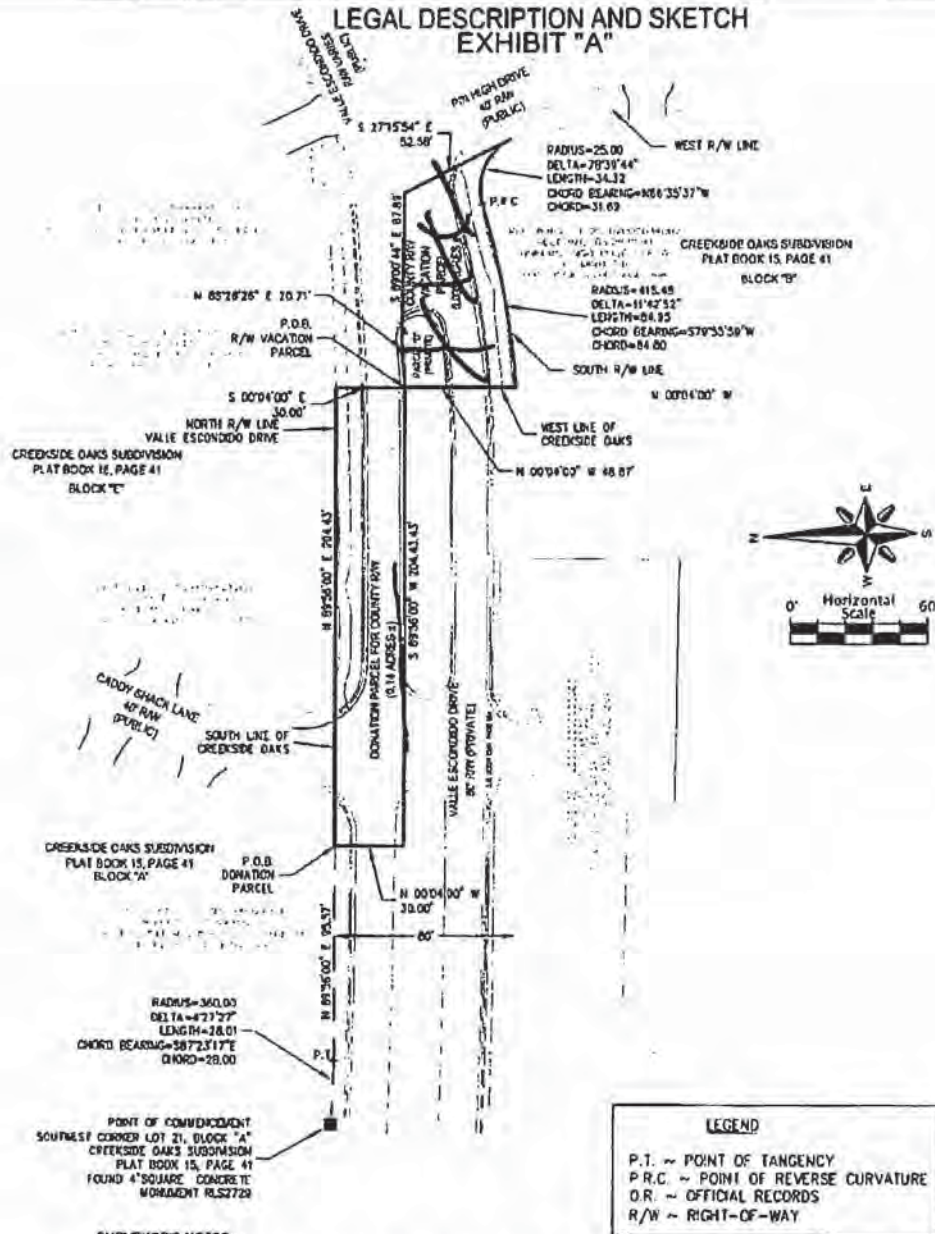
Drawn By: C.S.R.	Project No.: 20100007
Survey Date: 02/02/2010	Drawing No. L-4789
Drawing Date: 09/13/2010	Field Book/430 Page: 15-21
Section, Township, Range:	12, T-2-S, R-30-W
Type of Survey:	Sheet No. 2 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions	Date:
MODIFY DONATION PARCEL & LEGAL	10-28-10

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
SUITE NO. ONE, 1100 W. LEONARD STREET, PENSACOLA, FLORIDA 32501-1116

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Donated

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



LEGEND	
P.T.	~ POINT OF TANGENCY
P.R.C.	~ POINT OF REVERSE CURVATURE
O.R.	~ OFFICIAL RECORDS
R/W	~ RIGHT-OF-WAY

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- 4) ALL ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
- 5) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 6) FIELD DATE: FEBRUARY 2, 2010; FIELD NOTES RECORDED IN FIELD BOOK 430, PAGES 15-21.
- 7) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; CREEKSIDE OAKS PLAT BOOK 15 PAGE 41; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST AND EXISTING FIELD CONVENTION.
- 8) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 89°56'00" EAST ALONG THE SOUTH LINE OF CREEKSIDE OAKS SUBDIVISION.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

Drawn By: C.S.R. Survey Date: 02/02/2010 Drawing No.: L-4759 Drawing Date: 05/13/2010 Section, Township, Range: 12, T-2-S, R-35-W	Project No.: 20100007 Drawing No.: L-4759 Field Book: 430 Page: 15-21 Sheet No. 1 of 3	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA SUITE NO. ONE, 1190 W. LEONARD STREET, PENSACOLA, FLORIDA 32501-1116	Date: _____ R.S. Colocato Professional Surveyor and Mapper No. 60418 State of Florida The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors, in Chapter SJ-17.050, SJ-17.051 and SJ-17.052, Florida Administrative Code pursuant to Section 472.017, Florida Statutes.
---	---	--	---

Schedule B -- Part 1

File No: 030111

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.
3. Secure and record Warranty Deed from Hills Apartment Communities, L.C. to Escambia County, Florida.
4. Require proof that Hills Apartment Communities, L. C., is active and not dissolved.
5. Secure and Record Partial Release or Satisfaction of that certain Mortgage executed by Hills Apartment Communities, L.C. to Column Financial, Inc. dated 9/30/94 recorded 10/04/94 in O. R. 3655 Page 947 and in O.R. 3656 Page 1 for \$4,300,000.00 as assigned to State Street Bank and Trust Company, as Trustee in O.R. 4169 Page 704 and further assigned to Laureate Capital, LLC, in O.R. 4805 Page 1047 Amended and Restated in O.R. 4805 Page 1054 and further assigned to Federal Home Loan Mortgage Corporation in O.R. 4805 Page 1098.

ORT FORM 3499

Commitment

Schedule B -- Part II

File No: 030111

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

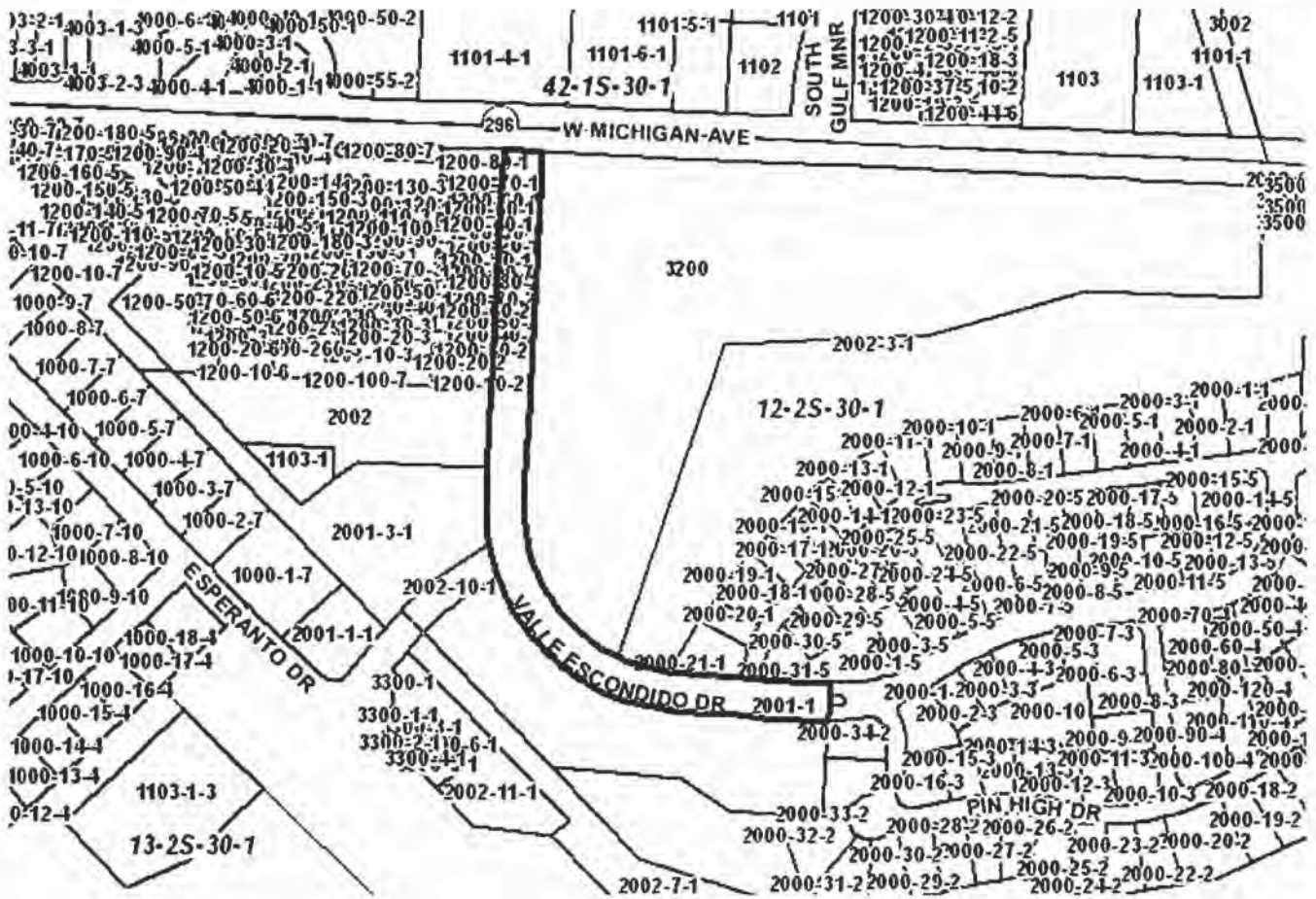
1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account #05-3870-050)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.
8. Subject to Reservations of Easement rights as contained in O.R. 3331 Page 894 as modified by Termination of Easement in O.R. 3981 Page 848.
9. Subject to possible rights of Escambia County, Florida, and the Public, as a result of Valle Escandido Drive showing as a road on County Tax Maps and on various documents of record.
10. Subject to Grant of Road Easements as contained in O.R. 2055 Page 73.
11. Subject to Easement to Gulf Power Company recorded in O.R. 563 Page 845.
12. Subject to Easement Richard A. Johnson, James V. Cole, Richard S. Cooper and Dale A. Holbert, their successors and assigns as contained in O.R. 1272 Page 538.

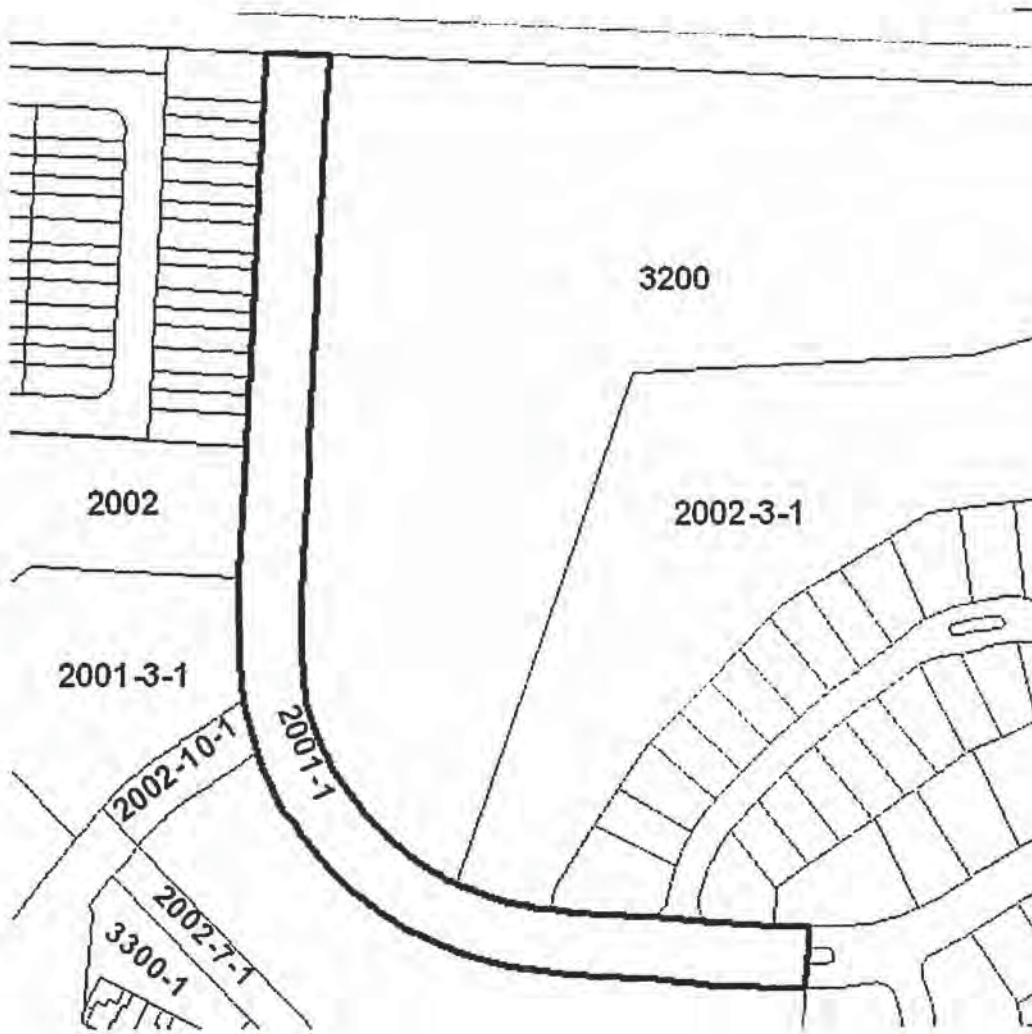
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause. Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both Company and the insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between Company and the insured arising out of or relating to this policy, and service of Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.





CREEKSIDE OAKS

A SUBDIVISION OF A PORTION OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 30 WEST, SUCQUISSA COUNTY, FLORIDA
OCTOBER, 1984

PREPARED BY:
Southern Land Concepts, Inc.
1000 WEST 10TH AVENUE
FORT LAUDERDALE, FLORIDA 33404

OWNER:
R.S.T. Development Corporation
1000 WEST 10TH AVENUE
FORT LAUDERDALE, FLORIDA 33404



LINE DATA

LINE NO.	DESCRIPTION	START POINT	END POINT	LENGTH
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
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NOTICE
THIS PLAN IS A PRELIMINARY PLAN. IT IS SUBJECT TO THE APPROVAL OF THE SUCQUISSA COUNTY BOARD OF COUNTY COMMISSIONERS. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

VARIANCE
THE BOARD OF COUNTY COMMISSIONERS HAS GRANTED A VARIANCE TO THE ZONING ORDINANCE OF SUCQUISSA COUNTY, FLORIDA, TO ALLOW THE CONSTRUCTION OF THIS SUBDIVISION.

BUILDING SETBACK REQUIREMENTS

1. 25 FOOT MINIMUM FROM BUILDING SETBACK FOR LOT 1
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APPROXIMATE CORNER RECORDS IN S.W. CORNER 3732. PLOT 2996
 SHEET 2 OF 2
 PLAT BOOK PAGE 1988 B

CURVE DATA

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ABBREVIATIONS

- 1. 1" = 100'
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CREEKSIDE OAKS

TRACTS OF A SUBDIVISION OF A PORTION OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 30 WEST, ESCAMBAULT COUNTY, FLORIDA

FEBRUARY, 1953

ORDER:
B.S.T. Development Corporation
1100 Central Ave.
Tallahassee, Florida 32304

PREPARED BY:
Southern Land Concepts, Inc.
1100 Central Ave.
Tallahassee, Florida 32304

DESCRIPTION:

Consists of the subdivision of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, into 10 lots, each of 1/2 acre, more or less, as shown on the plat hereon attached. The lots are bounded as follows: Lot 1, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 2, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 3, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 4, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 5, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 6, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 7, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 8, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 9, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 10, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached.

DESCRIPTION: ACRES UNIT, and divided further
consists of the subdivision of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, into 10 lots, each of 1/2 acre, more or less, as shown on the plat hereon attached. The lots are bounded as follows: Lot 1, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 2, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 3, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 4, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 5, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 6, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 7, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 8, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 9, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached; Lot 10, the North 1/2 of the South 1/2 of Section 12, Township 3 South, Range 30 West, Escambia County, Florida, as shown on the plat hereon attached.

NOTICE

NOTICE OF THE COMPLETION OF THE SURVEY OF THIS PUBLIC TRACT OF LAND.

SURVEYOR'S NOTES

1. The lot area was measured and corrected.
2. The lot area was measured and corrected.
3. The lot area was measured and corrected.
4. The lot area was measured and corrected.
5. The lot area was measured and corrected.
6. The lot area was measured and corrected.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, do hereby certify that the above described land is the property of the State of Florida, and that the same is being surveyed for the purpose of the public sale of the same.

WITNESSED BY ME this 23rd day of September, 1953.

REGISTERED SURVEYOR AND SURVEYOR AT LARGE

CERTIFICATION OF APPROVAL

PREPARED AND APPROVED BY:

REGISTERED SURVEYOR

ATTORNEY'S CERTIFICATE

I, the undersigned, being duly sworn, do hereby certify that the above described land is the property of the State of Florida, and that the same is being surveyed for the purpose of the public sale of the same.

WITNESSED BY ME this 23rd day of September, 1953.

ATTORNEY AT LAW

DEDICATION

STATE OF FLORIDA
COUNTY OF ESCAMBAULT
I, the undersigned, being duly sworn, do hereby certify that the above described land is the property of the State of Florida, and that the same is being surveyed for the purpose of the public sale of the same.

WITNESSED BY ME this 23rd day of September, 1953.

REGISTERED SURVEYOR

REGISTERED SURVEYOR

REGISTERED SURVEYOR

ATTORNEYS' CERTIFICATE

I, the undersigned, being duly sworn, do hereby certify that the above described land is the property of the State of Florida, and that the same is being surveyed for the purpose of the public sale of the same.

WITNESSED BY ME this 23rd day of September, 1953.

ATTORNEY AT LAW

ATTORNEY AT LAW

CERTIFICATE OF APPROVAL

PREPARED AND APPROVED BY:

REGISTERED SURVEYOR

CERTIFICATE OF APPROVAL

PREPARED AND APPROVED BY:

REGISTERED SURVEYOR

REGISTERED SURVEYOR RECEIVED IN HIS HANDS THIS 23rd DAY OF SEPTEMBER, 1953. PAGE 1 OF 2

Escambia County Tax Collector

generated on 3/17/2011 11:52:39 AM CDT

Tax Record

Last Update: 3/17/2011 11:52:37 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
05-3870-050		REAL ESTATE		2010	
Mailing Address			Property Address		
HILLS APARTMENT COMMUNITIES PO BOX 37247 PENSACOLA FL 32526			0 MICHIGAN AVE GEO Number 122S30-2001-000-001		
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
Legal Description (click for full description)					
122S30-2001-000-001 0 MICHIGAN AVE ALSO VALLE ESCONDIDO DR AN ENTRANCE DR BEING 40 FT EITHER SIDE OF A CENTERLI DESC AS FOLLOWS BEG AT INTER OF S R/W LI OF MICHIGAN AVE (100 FT R/W) AND CENTERLI OF A GULF See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	7,328	0	\$7,328	\$51.12
PUBLIC SCHOOLS					
By Local Board	2.3290	7,328	0	\$7,328	\$16.33
By State Law	5.6310	7,328	0	\$7,328	\$41.26
SHERIFF	0.6850	7,328	0	\$7,328	\$5.02
WATER MANAGEMENT	0.0450	7,328	0	\$7,328	\$0.33
Total Millage		15.5655	Total Taxes		\$114.06
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
Total Assessments					\$0.00
Taxes & Assessments					\$114.06
If Paid By				Amount Due	
				\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid

11/18/2010	PAYMENT	210573.0002	2010	\$109.50
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Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

33316 894

Prepared by:
Charles L. Hoffman, Jr., of
SHELL, FLEMING, DAVIS & MENGE
Seventh Floor, Seville Tower
Post Office Box 1831
Pensacola, Florida 32598

SFD&M File No: _____
Recording Fee
Stamps
Total
Tax Parcel No: _____

QUITCLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Lowell's Cove Road, Orr's Island ME 04066-0048
Grantee's Address

KNOW ALL BY THESE PRESENTS: That CARRIAGE HILLS ASSOCIATES, LTD., a Florida Limited Partnership, the Grantor and the Partnership, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does remise, release, and quitclaim to HILLS APARTMENT COMMUNITIES, L.C., a Florida Limited Liability Company, the Grantee, its heirs, executors, administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

SEE PROPERTY DESCRIBED AS PARCELS 1, 2, 3, AND 4 ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

It is Grantor's intent to convey all of its rights, title and interest in all four parcels described on Exhibit "A."

To have and to hold, unto the said Grantee, its successors and assigns, forever, together with all and singular the tenements, herecitatments and appurtenances thereto belonging or in anywise appertaining; provided, however, that no warranties of any nature are made by Grantor to Grantee.

Grantor reserves unto itself, and its successors and assigns, a perpetual non-exclusive easement for the placement of utilities and access for ingress and egress with respect to and over the property described as Parcel #3 on attached Exhibit "A" (Valle Escondido Drive). With respect to the Partnership's property described on Exhibit "B" attached hereto (the "Retained Commercial Property"), said easement shall only afford access for ingress and egress secondary in addition to other access from such Property to West Michigan Avenue, and in any event shall not afford access for ingress or egress for construction vehicles and equipment. With respect to the Partnership's property described on Exhibit "C" attached hereto (the "Retained Residential Property"), the Partnership shall exert reasonable good faith efforts to supplement said easement by obtaining appropriate access to the Retained Residential Property over other easements from West Michigan Avenue. Hills Apartment Communities, L.C., agrees to pay timely all taxes and expenses with respect to the maintenance of the Valle Escondido Drive, and to maintain the Valle Escondido Drive in accordance with all applicable laws, ordinances or regulations and in a reasonable state of repair (the "Maintenance Obligations"). The "Development Date" shall be the date upon which the Partnership, or its successor, receives a Building Permit with respect to any building to be constructed on the Retained Residential Property. Subsequent to the Development Date, Hills Apartment Communities, L.C., shall continue to perform all Maintenance Obligations, but the Partnership, or its successor, will commence to share the Maintenance Obligations with respect to the Valle Escondido Drive equally with Hills Apartment Communities, L.C., or its successor. The Partnership (or its successor) shall pay Hills Apartment Communities, L.C. (or its successor), within thirty (30) days following written request therefor along with written verification and invoices, fifty percent (50%) of all reasonable expenses, costs and fees of every type and description associated with the Maintenance Obligations, including taxes, insurance, repairs, utilities and maintenance. Notwithstanding the foregoing, the Partnership (or its successor) and Hills Apartment Communities, L.C. (or its

D.S. PD# 20,496.70
DATE 3-16-73
JOE A. FLEMING, COMP. ROLLER
BY: J. Campbell U.G.
CERT. REC. #50-2045320-27-01

successor), shall each be responsible for one hundred percent (100.0%) of Maintenance Obligations directly resulting from use, by or on their own behalf, of the easement for vehicles other than passenger vehicles (including construction vehicles). In the event that the Partnership (or its successor) shall fail to make full payment for its share of such Maintenance Obligations when due, which failure is not cured within sixty (60) days following written notice thereof from Hills Apartment Communities, L.C. (or its successor), Hills Apartment Communities, L.C. (or its successor), may at once upon written notice to the Partnership (or its successor) declare the easement terminated; unless such failure is disputed by the Partnership (or its successor) and such dispute is submitted to binding arbitration within such sixty (60)-day period. Any and all disputes relating to this easement and the rights and obligations thereunder, shall be subject to arbitration pursuant to the expedited procedures of the American Arbitration Association, which arbitration shall be binding on the parties hereto and shall be held in Atlanta, Georgia, or such other place as the parties shall mutually agree. In the event of such arbitration, the decision of the arbitrator shall be binding. If the Partnership (or its successor) fails to make any payment to Hills Apartment Communities, L.C., for Maintenance Obligations as determined by the arbitrator within sixty (60) days following the final decision of the arbitrator, then Hills Apartment Communities, L.C., may at once upon written notice to the Partnership (or its successor) declare the easement terminated. The Grantee is a signator to this Quitclaim Deed to evidence its consent to the terms of the easement referenced herein.

The Retained Residential Property and the Retained Commercial Property are not being conveyed herein and remain the property of Carriage Hills Associates, Ltd.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 15th day of March, 1993.

Signed, sealed and delivered in the presence of:

1. Mary L. McLeary
Mary L. McLeary
2. Charles L. Hoffman Jr
Charles L. Hoffman Jr

As to Sylvester
1. Daniel McGinnis
DANIEL MCGINNIS

2. Tammy M. Bickerman
Tammy M. Bickerman

As to Waite
(Names of witnesses should be typed or printed below signatures)

CARRIAGE HILLS ASSOCIATES, LTD., A Florida Limited Partnership

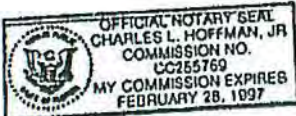
By: John E. Sylvester, Jr.
General Partner

By: Alvis J. Waite
General Partner

Address: 133 17th Street
Atlanta, GA

STATE OF Florida
COUNTY OF Stamora

The foregoing instrument was acknowledged before me this 15th day of March, 1993, by John E. Sylvester, Jr., as General Partner of CARRIAGE HILLS ASSOCIATES, LTD., a Florida Limited Partnership, on behalf of said partnership. He is personally known to me or has produced driver's license as identification.



Typed name: Charles L. Hoffman, Jr.
Notary Public
My commission expires: 2/28/97

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 2nd day of March, 1993, by Alvis J. Waite, as General Partner of CARRIAGE HILLS ASSOCIATES, LTD., a Florida Limited Partnership, on behalf of said partnership. He is personally known to me or has produced _____ as identification.

James M. Boush
Typed name: James M. Boush
Notary Public
My commission expires January 2, 1994

IN WITNESS WHEREOF, Grantee has hereunto set its hand and seal this 15th day of March, 1993.

Signed, sealed and delivered in the presence of:
1. Jackie Rogers / Donna Carnley By: James M. Boush
Jackie Rogers / Donna Carnley
2. Jackie Rogers / Donna Carnley By: Arthur M. Dillworth
Jackie Rogers / Donna Carnley
(Names of witnesses should be typed or printed below signatures) Address: Lowell's Cove Road
Oris Road, ME 04066-0006

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March, 1993, by John E. Sylvester, Jr. and Walter W. Sylvester, the members of HILLS APARTMENT COMMUNITIES, L.C., a Florida Limited Liability Company, on behalf of that company. They are personally known to me or have produced both of _____ as identification.

HERDI CHNEVERT
"Notary Public—State of Florida"
My Commission Expires Jan. 23, 1994
AA 740233

Herdi Chnevert
Typed name: Herdi Chnevert
Notary Public
My commission expires _____

EXHIBIT A TO QUITCLAIM DEED
FROM CARRIAGE HILLS ASSOCIATES, LTD.
TO HILLS APARTMENT COMMUNITIES, L.C.

OR 33318 897

LEGAL DESCRIPTION

Parcel #1

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right-of-way line of Michigan Avenue, a distance of 1285.00 feet to the point of beginning; thence continue North 89°56' East along said South right-of-way line a distance of 1520.00 feet; thence go 00°04' East a distance of 240.00 feet; thence go South 89°56' West a distance of 380.00 feet; thence go South 70°56' West a distance of 330.00 feet; thence go South 82°56' West a distance of 420.00 feet; thence go South 15°56' West a distance of 690.15 feet to a point on a curve concave to the Northeast and having a radius of 360.00 feet; thence go along said curve to the right an arc distance of 422.63 feet (chord = 398.80 feet, chord bearing North 33°42'00" West) to a point of tangency; thence go North 00°04' West a distance of 730.00 feet to the point of beginning.

Parcel #2

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39°17' East along the centerline of said Gulf Power Company Easement, a distance of 342.45 feet; thence go South 46°31' East along said centerline a distance of 969.91 feet to a point intersected by the centerline of a second Gulf Power Company Easement (200 foot right-of-way); thence continue South 46°31' East along the centerline of said easement (100 foot right-of-way) a distance of 180.04 feet; thence go North 44°45' East a distance of 50.01 feet to the Point of Beginning; thence continue North 44°45' East a distance of 130.35 feet to a point of curvature; thence go along a curve to the right having a radius of 119.34 feet an arc distance of 58.70 (chord distance = 58.11 feet, chord bearing = North 58°50'30" East) to a point of tangency; thence go North 72°56' East a distance of 11.29 feet to a point on the southernmost right-of-way line of Valle Escondido Drive (80 foot right-of-way), said point also being on a curve concave to the Northeast and having a radius of 440.00 feet; thence go along said Valle Escondido Drive right-of-way on said curve an arc distance of 520.55 feet (chord distance = 490.71 feet, chord bearing = South 56°10'30" East) to a point of tangency; thence go North 89°56' East a distance of 300.00 feet; thence leaving said Valle Escondido Drive right-of-way go South 00°04' East a distance of 200 feet; thence go South 89°56' West a distance of 225.00 feet; thence go North 39°52'20" West a distance of 117.15 feet; thence go North 89°56' East a distance of 288.54 feet to a point on the northernmost right-of-way line of aforesaid Gulf Power Company Easement (100 foot right-of-way); thence go North 46°31' West along the northernmost line of said Gulf Power Company Easement a distance of 374.24 feet to the Point of Beginning.

Parcel #3

An 80 ft. wide parcel of property known as Valle Escondido Drive, the centerline of which is described as follows:

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right-of-way line of Michigan Avenue a distance of 1245 feet to the Point of Beginning; thence go South 00°04' East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 400.00 feet for an arc length of 628.32 feet to a point of tangency; thence go North 89°56' East a distance of 300 feet to the point of ending.

PARCEL #4, EXHIBIT A

ESPERANTO ROAD PARCEL

Begin at the intersection of the South right-of-way line of Michigan Avenue (Saufley Field Road, 100-foot right-of-way) and the centerline of a Gulf Power Company Easement (100-foot right-of-way) in Section 13, Township-2-South, Range-30-West, Escambia County, Florida; thence go South 39°17'00" East along the centerline of the aforesaid Gulf Power Easement a distance of 342.45 feet; thence go South 46°31'00" East along the centerline of the aforesaid easement a distance of 1069.94 feet to a point on the Southeastly right-of-way line of a 200-foot wide Gulf Power Easement; thence go North 44°45'00" East along the aforesaid Southeastly right-of-way line a distance of 50.00 feet to the Point of Beginning; thence go South 46°31'00" East a distance of 80.02 feet; thence go North 44°45' East a distance of 130.35 feet to a point of curvature; thence go along a curve to the right having a radius of 119.34 feet an arc distance of 58.70 (chord distance = 58.11 feet, chord bearing = North 58°50'30" East) to a point of tangency; thence go North 72°56' East a distance of 11.29 feet to a point on the southernmost right-of-way line of Valle Escondido Drive (80-foot right-of-way); thence continue in a northerly direction along said right-of-way line of Valle Escondido Drive a distance of 80.00 feet, more or less to a point at the intersection of the north right-of-way line of Esperanto Drive and the west right-of-way line of Valle Escondido Drive; thence continue in a southwesterly direction along the northerly right-of-way line of Esperanto Drive (80' right-of-way) (said line being parallel to and 80.00 feet more or less from the southerly right-of-way line of Esperanto Drive) to the Point of Beginning.

Exhibit A to Quitclaim Deed from Carriage Hills Associates, Ltd. to Hills Apartment Communities, L. C.

EXHIBIT B TO QUITCLAIM DEED
 FROM CARRIAGE HILLS ASSOCIATES, LTD.
 TO HILLS APARTMENT COMMUNITIES, L. C.

COMMERCIAL PARCEL

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the center line of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West Escambia County, Florida, for the Point of Beginning; thence North 89 degrees 56 minutes East along the South right-of-way line of Michigan Avenue a distance of 1205.00 feet; thence go South 0 degrees 04 minutes East a distance of 508.33 feet; thence go South 89 degrees 56 minutes West a distance of 732.85 feet to a point on the centerline of aforesaid Gulf Power Company Easement; thence go North 46 degrees 31 minutes West along said centerline a distance of 352.71 feet; thence go North 39 degrees 17 minutes West along said centerline a distance of 342.45 feet to the Point of Beginning. The above described parcel being in Section 13, Township 2 South, Range 30 West, Escambia County, Florida, and contains 11.485 acres.

AND

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100' R/W) and the centerline of a Gulf Power Company Easement (100' R/W) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39 degrees 17 minutes 00 seconds East along the aforesaid centerline of the Gulf Power Easement a distance of 342.45 feet; thence go South 46 degrees 31 minutes 00 seconds East along the aforesaid centerline a distance of 352.71 feet to the Point of Beginning; thence go North 89 degrees 56 minutes 00 seconds East a distance of 732.85 feet to a point on the Westerly right-of-way line of Valle Escondido Drive (80' R/W); thence go South 00 degrees 04 minutes 00 seconds East along the aforesaid Westerly right-of-way line a distance of 221.67 feet to a point of curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 90.50 feet (CH = 90.34', CH BRG = S-5° 57' 50" E) to a point of intersection with the Northerly right-of-way line of Esperanto Drive (80' R/W); thence go South 72 degrees 56 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 11.29 feet to a point of curvature; thence go along a curve to the left having a radius of 199.34 feet an arc distance of 98.06 feet (CH = 97.07', CH BRG = S 58° 50' 30" W) to a point of tangency; thence go South 44 degrees 45 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 182.14 feet to a point on the centerline of the aforesaid 100 foot Gulf Power Easement; thence go North 46 degrees 31 minutes 00 seconds West along the centerline of the aforesaid Easement a distance of 717.23 feet to the Point of Beginning.

**EXHIBIT C TO QUITCLAIM DEED
FROM CARRIAGE HILLS ASSOCIATES, LTD.
TO HILLS APARTMENT COMMUNITIES, L. C.**

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100' R/W) and the centerline of a Gulf Power Easement (100' R/W) Sec. 13, T-2-S, R-30-W, Escambia County, Florida; thence go North 89°56' East along the aforesaid Southerly right-of-way line of Michigan Avenue a distance of 1285.00 feet to a point on the Easterly right-of-way line of Valle Escondido Drive (80' R/W); thence go South 00°04' East along the aforesaid Easterly right-of-way line of Valle Escondido Drive a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 360.00 feet an arc distance of 565.49 feet (CH = 509.12', CH BRG = S 45°04'01" E) to a point of tangency and the Point of Beginning; thence go North 30°37' East a distance of 616.94 feet; thence go North 88°56' East a distance of 450.00 feet; thence go North 71°56' East a distance of 600.00 feet; thence go South 36°04' East a distance of 550.00 feet; thence go South 58°04' East a distance of 205.00 feet; thence go South 52°56' West a distance of 560.00 feet; thence go South 48°56' West a distance of 325.00 feet; thence go South 89°56' West a distance of 840.00 feet; thence go North 00°04' West a distance of 380.00 feet to a point on the Northerly right-of-way line of the aforesaid Valle Escondido Drive; thence go South 89°56' West along the aforesaid Northerly right-of-way line of Valle Escondido Drive a distance of 300.00 feet to the Point of Beginning. The above described parcel of land contains 29.172 acres. All lying and being in Section 12, Township 2 South, Range 30 West, Escambia County, Florida.

THIS PAGE NOTED
ALREADY RECORDED AND VERIFIED
JOE FLOWERS
COUNTY CONTROLLER
ESCAMBIA COUNTY

FILED & RECORDED IN
PUBLIC RECORDS OF
ESCAMBIA COUNTY FL ON
MAR 15 3 43 PM '93

0 2 3 1 4 0

NOTICE OF TERMINATION OF EASEMENT
Official Records Book 3331 at page 894

The undersigned owner of the fee title encumbered by the easement hereby gives notice that pursuant to the terms of the Quitclaim Deed recorded in Official Records Book 3331 at page 894, the easement contained in said Quitclaim Deed benefitting the Retained Residential Property (Exhibit "C" to the Quitclaim Deed) has been declared terminated by the undersigned. This termination only relates to the easement benefitting the Retained Residential Property, as defined in and described on Exhibit "C" to said Quitclaim Deed and does not affect any other easement. Specifically, the easement benefitting the Retained Commercial Property is unaffected hereby.

In witness whereof, this instrument is executed this 23rd day of May, 1996.

Hills Apartment Communities, LC,
a Florida limited liability
company

By: *John E. Sylvester*
John E. Sylvester,
Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of MAY, 1996, by John E. Sylvester, Jr., as Managing Member of Hills Apartment Communities, LC, a Florida limited liability company, on behalf of the company and, who is () personally known to me or () who has produced _____ as identification.

[NOTARY SEAL]

Jeffrey T. Sauer
NOTARY PUBLIC
Printed Name:
State of Florida
My Commission Expires:



JEFFREY T SAUER
My Commission CC298288
Expires Jul. 30, 1997
Bonded by ANS
800-852-6878

This instrument prepared by:
JEFFREY T. SAUER, Esq.
P.O. Box 12446
Pensacola, FL 32582-2446

Instrument 00298519
Filed and recorded in the
Official Records
MAY 29, 1996
at 10:08 A.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Terence J. Delahunty, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

OR Bk3655 Pg0947
INSTRUMENT 00161220

Received \$8,800.00
in payment of Taxes due on
Class "C" Intangible Personal
Property, pursuant to FL Statutes
JOE A. FLOWERS,
COMPTROLLER,
Escambia County, FL

D.S. PD, \$ 15050.00
DATE 10-4-94
JOE A. FLOWERS, COMPTROLLER
BY: J. Carrell D.C.
CERT. REG. #59-2049328-27-01

For Recording Purposes Only

205726
15050.00
8600.00

MORTGAGE AND SECURITY AGREEMENT

Loan No. 240031

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of the 30th day of September, 1994, between HILLS APARTMENT COMMUNITIES, L.C., a Florida limited liability company ("Mortgagor"), whose address is P.O. Box 48, Orr's Island, ME 04066 and COLUMN FINANCIAL, INC., a Delaware corporation ("Mortgagee"), whose address is c/o Bankers Trust Company, Three Park Plaza, 16th Floor, Irvine, CA 92714.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, MORTGAGOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, SETS OVER AND ASSIGNS, AND GRANTS A SECURITY INTEREST, TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, in all of Mortgagor's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the "Property"):

(A) All that certain real property situated in the County of Escambia, State of Florida, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

(B) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

(C) All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Mortgagor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposals and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Mortgagor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

(D) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

(E) All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

(F) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

(G) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to this Mortgage or any other of the Loan Documents (as hereinafter defined) including, without limitation, all funds now or hereafter on deposit in the Impound Account and the Payment Reserve (each as hereafter defined);

(H) All leases, licenses, concessions and occupancy agreements of the Real Estate or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 hereinbelow;

(I) All contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys,

tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements;

(J) All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

(K) All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "General Intangibles");

(L) All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

(M) All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

(N) All right, title and interest of Mortgagor in any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;

(O) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(P) All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor.

FOR THE PURPOSE OF SECURING:

(1) The debt evidenced by that certain Promissory Note (such Note, together with any and all renewals, modifications, consolidations and extensions thereof, is hereinafter referred to as the "Note") of even date with this Mortgage, made by Mortgagor to the order of Mortgagee in the principal face amount of FOUR MILLION THREE HUNDRED THOUSAND and NO/100 DOLLARS (\$4,300,000.00), together with interest as therein provided;

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in any other agreements, documents or instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note (the Note, this Mortgage, and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter

EXHIBIT "A"

OR Bk3655 Pg0993
INSTRUMENT 00181220

PARCEL #1: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 56 MINUTES EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE, A DISTANCE OF 1285.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 56 MINUTES EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1520.00 FEET; THENCE GO 00 DEGREES 04 MINUTES EAST A DISTANCE OF 240.00 FEET; THENCE GO SOUTH 89 DEGREES 56 MINUTES WEST A DISTANCE OF 380.00 FEET; THENCE GO SOUTH 70 DEGREES 56 WEST A DISTANCE OF 330.00 FEET; THENCE GO SOUTH 82 DEGREES 56 MINUTES WEST A DISTANCE OF 420.00 FEET; THENCE GO SOUTH 15 DEGREES 56 MINUTES WEST A DISTANCE OF 690.15 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 422.65 FEET (CHORD = 398.80 FEET, CHORD BEARING NORTH 33 DEGREES 42 MINUTES 00 SECONDS WEST) TO A POINT-OF-TANGENCY; THENCE GO NORTH 00 DEGREES 04 MINUTES WEST A DISTANCE OF 730.00 FEET TO THE POINT OF BEGINNING.

PARCEL #5: ALSO TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF ROAD EASEMENT DATED MARCH 29, 1985 AND FILED APRIL 30, 1985 IN OFFICIAL RECORDS BOOK 2055, PAGE 73 AND THAT CERTAIN EASEMENT FILED NOVEMBER 3, 1978 IN OFFICIAL RECORD BOOK 1272, PAGE 538, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "B"

**OR Bk3655 Pg0995
INSTRUMENT 00161220**

PERMITTED EXCEPTIONS

(Parcels 1 and 5)

1. Easement to Gulf Power recorded in Official Record Book 563, Page 843, Public Records of Escambia County, Florida.
2. Easement Agreement between Hill Apartment Communities and RST Development Corporation filed June 29, 1994 in Official Records Book 3604, Page 95, Public Records of Escambia County, Florida.
3. The rights of others in and to the use and maintenance of that certain Grant of Road Easement dated March 29, 1985 and filed in Official Records Book 2055, Page 73, Public Records of Escambia County, Florida. (As to Parcel 5)

EXHIBIT C

ADDITIONAL STIPULATIONS

C-1 Repair and Remediation Reserve. Prior to the execution of this Mortgage, Mortgagee has caused the Property to be inspected and such inspection has revealed that the Property is in need of certain maintenance, repairs and/or remedial or corrective work as set forth in that certain Property Condition Survey, prepared by Jen-Mark Associates, Inc., dated August 15, 1994 ("Property Condition Survey"). Contemporaneously with the execution hereof, Mortgagor has established with the Mortgagee a reserve in the amount of \$313,125.00 (the "Repair and Remediation Reserve") by depositing such amount with Mortgagee. Mortgagor shall cause each of the items described in the Property Condition Survey (the "Deferred Maintenance") to be completed, performed, remediated and corrected to the satisfaction of Mortgagee and as necessary to bring the Property into compliance with all applicable laws, ordinances, rules and regulations on or before ninety (90) days, or such other time period as set forth in the Property Condition Survey, as such time period may be extended by Mortgagee in its sole discretion. So long as no default hereunder or under the other Loan Documents has occurred and is continuing, all sums in the Repair and Remediation Reserve shall be held by Mortgagee in the Repair and Remediation Reserve to pay the costs and expenses of completing the Deferred Maintenance. So long as no default hereunder or under the other Loan Documents has occurred and is continuing, Mortgagee shall, to the extent funds are available for such purpose in the Repair and Remediation Reserve, disburse to Mortgagor the amount paid or incurred by Mortgagor in completing, performing, remediating or correcting the Deferred Maintenance upon (a) the receipt by Mortgagee of a written request from Mortgagor for disbursement from the Repair and Remediation Reserve and a certification by Mortgagor in a form and substance satisfactory to Mortgagee that the applicable item of Deferred Maintenance has been completed in accordance with the terms of this Mortgage, (b) delivery to Mortgagee of invoices, receipts or other evidence satisfactory to Mortgagee verifying the costs of the Deferred Maintenance to be reimbursed, (c) delivery to Mortgagee of a certification from an inspecting architect, engineer or other consultant reasonably acceptable to Mortgagee describing the completed work, verifying the completion of the work and the value of the completed work and, if applicable, certifying that the Property is, as a result of such work, in compliance with all applicable laws, ordinances, rules and regulations relating to the Deferred Maintenance so performed, and (d) delivery to Mortgagee of affidavits, lienwaivers or other evidence reasonably satisfactory to Mortgagee showing that all materialmen, laborers, subcontractors and any other parties who might or could claim statutory or common law liens and are furnishing or have furnished materials or labor to the Property have been paid all amounts due for such labor and materials furnished to the Property. Mortgagee shall not be required to make advances from the Repair and Remediation Reserve more frequently than once in any thirty (30) day period. In making

any payment from the Repair and Remediation Reserve, Mortgagee shall be entitled to rely on such request from Mortgagor without any inquiry into the accuracy, validity or contestability of any such amount. Mortgagor hereby grants to Mortgagee, as additional security for payment of the indebtedness secured hereby, a security interest in the Repair and Remediation Reserve. The Repair and Remediation Reserve shall not, unless otherwise explicitly required by applicable law, be or be deemed to be escrow or trust funds, but at Mortgagee's option and in Mortgagee's discretion, may either be held in a separate account or be commingled by Mortgagee with the general funds of Mortgagee. No interest on the funds contained in the Repair and Remediation Reserve shall be paid by Mortgagee to Mortgagor. The Repair and Remediation Reserve is solely for the protection of Mortgagee and entails no responsibility on Mortgagee's part beyond the payment of the costs and expenses described in this paragraph in accordance with the terms hereof and beyond the allowing of due credit for the sums actually received. In the event that the amounts on deposit or available in the Repair and Remediation Reserve are inadequate to pay the costs of the Deferred Maintenance, Mortgagor shall pay the amount of such deficiency. Upon assignment of this Mortgage by Mortgagee, any funds in the Repair and Remediation Reserve shall be turned over to the assignee to be held in accordance herewith and any responsibility of Mortgagee, as assignor, with respect thereto shall terminate. If there is a default under this Mortgage which is not cured within any applicable grace or cure period, Mortgagee may, but shall not be obligated to, apply at any time the balance then remaining in the Repair and Remediation Reserve against the indebtedness secured hereby in whatever order Mortgagee shall subjectively determine. No such application of the Repair and Remediation Reserve shall be deemed to cure any default hereunder. Upon the earlier to occur of full payment of the indebtedness secured hereby in accordance with its terms, the completion of the Deferred Maintenance to the satisfaction of the Mortgagee or at such earlier time as Mortgagee may elect, the balance of the Repair and Remediation Reserve then in Mortgagee's possession shall be paid over to Mortgagor and no other party shall have any right or claim thereto.

Instrument 00161220
Filed and recorded in the
public records
OCTOBER 4, 1994
at 08:16 A.M.
In Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Terence J. Delahunty, Esq.
✓ **FOLEY & LARDNER**
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

205+21e

OR Bk3656 Pg0001
INSTRUMENT 00161222

For Recording Purposes Only

MORTGAGE AND SECURITY AGREEMENT

Loan No. 240031

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of the 30th day of September, 1994, between **HILLS APARTMENT COMMUNITIES, L.C.**, a Florida limited liability company ("Mortgagor"), whose address is P.O. Box 48, Orr's Island, ME 04066 and **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Mortgagee"), whose address is c/o Bankers Trust Company, Three Park Plaza, 16th Floor, Irvine, CA 92714.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, MORTGAGOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, SETS OVER AND ASSIGNS, AND GRANTS A SECURITY INTEREST, TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, in all of Mortgagor's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the "Property"):

(A) All that certain real property situated in the County of Escambia, State of Florida, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

(B) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

.....

NOTE: This Mortgage and Security Agreement secures the same Promissory Note as that certain Mortgaged and Security Agreement of even date herewith recorded among the Public Records of Escambia County, Florida, under Clerk's No. 1161220. All documentary stamp tax and intangible tax payable in connection with the Note have been paid in full upon the recording of the aforesaid initial Mortgage.

tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements;

(J) All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

(K) All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "General Intangibles");

(L) All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

(M) All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

(N) All right, title and interest of Mortgagor in any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;

(O) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(P) All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor.

FOR THE PURPOSE OF SECURING:

(1) The debt evidenced by that certain Promissory Note (such Note, together with any and all renewals, modifications, consolidations and extensions thereof, is hereinafter referred to as the "Note") of even date with this Mortgage, made by Mortgagor to the order of Mortgagee in the principal face amount of FOUR MILLION THREE HUNDRED THOUSAND and NO/100 DOLLARS (\$4,300,000.00), together with interest as therein provided;

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in any other agreements, documents or instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note (the Note, this Mortgage, and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter

EXHIBIT "A"

PARCEL #3: 80-FOOT WIDE PARCEL OF PROPERTY KNOWN AS VALLE ESCONDIDO DRIVE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89°56' EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE A DISTANCE OF 1245 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 00°04' EAST A DISTANCE OF 730.00 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET FOR AN ARC LENGTH OF 628.32 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300 FEET TO THE POINT OF ENDING.

OR Bk3656 Pg0048
 INSTRUMENT 00161222

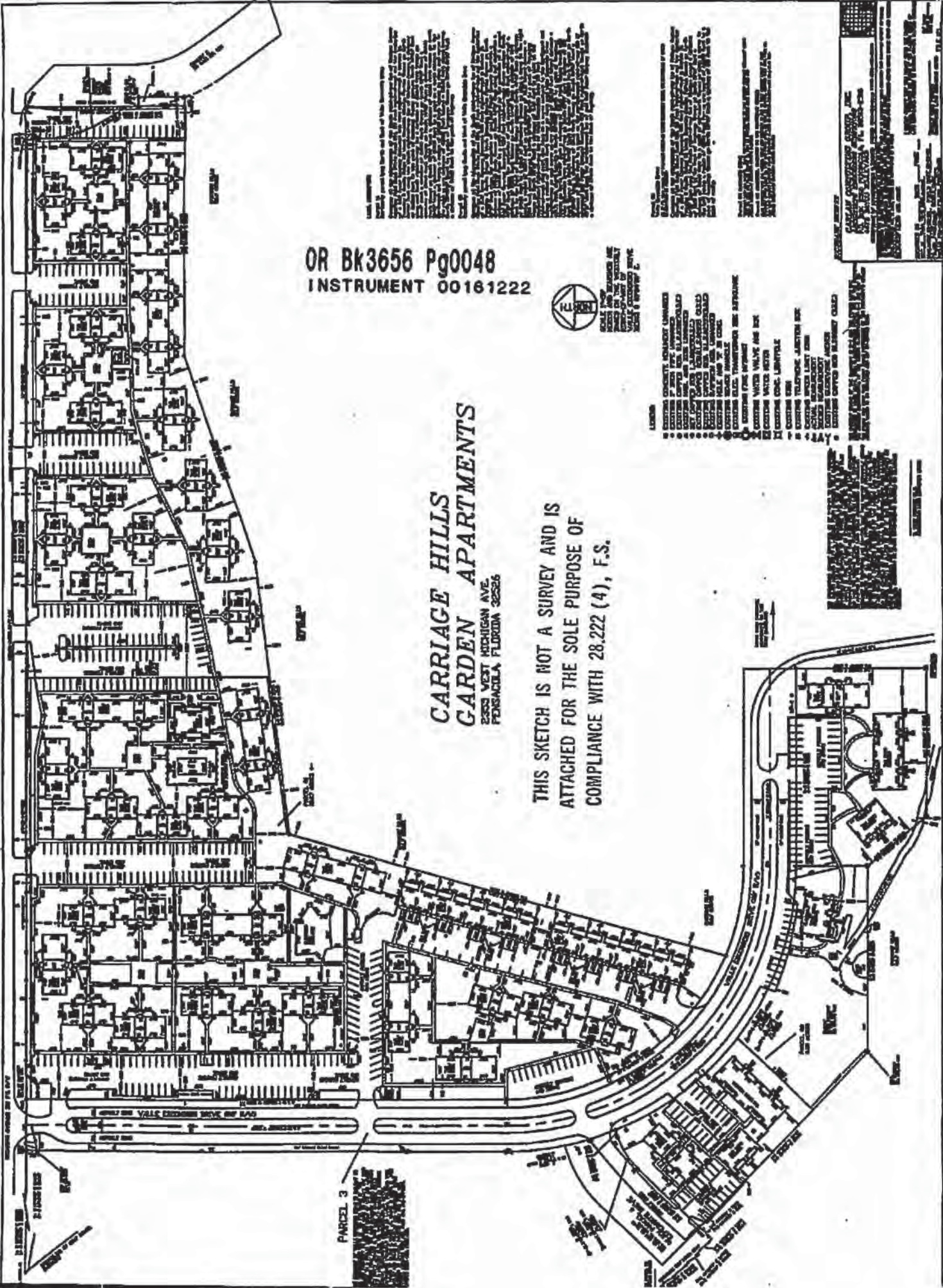


SCALE: AS SHOWN ON THE PLAN
 MADE BY THE SURVEYOR
 PUBLIC RECORDS DEPT.
 TALLAHASSEE, FLORIDA

**CARRIAGE HILLS
 GARDEN APARTMENTS**
 2233 WEST MICHIGAN AVE.
 PENSACOLA, FLORIDA 32526

THIS SKETCH IS NOT A SURVEY AND IS
 ATTACHED FOR THE SOLE PURPOSE OF
 COMPLIANCE WITH 28.222 (4), F.S.

- LEGEND**
- 1. EXISTING CONCRETE CURB/STREET LIGHTS
 - 2. EXISTING CONCRETE SIDE WALK
 - 3. EXISTING ASPHALT DRIVE
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DATE	11/15/2011
PROJECT	CARRIAGE HILLS GARDEN APARTMENTS
CLIENT	...
...	...

THIS SKETCH IS NOT A SURVEY AND IS ATTACHED FOR THE SOLE PURPOSE OF COMPLIANCE WITH 28.222 (4), F.S.

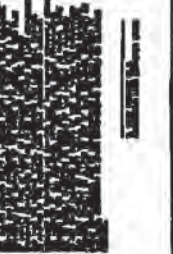


EXHIBIT "B"

PERMITTED EXCEPTIONS

(Parcel 3)

1. The Easement of Valle Escondido Drive is subject to the unrestricted right of the fee owner of the subject property to dedicate same or convey the said street to a public body for right of way and access purposed free from the said Easement under Warranty Deed dated January 5, 1973, made by Carriage Hills Golf & Country Club, Inc. (formerly known as Hembree National Corporation) and Commonwealth Capital Corporation (formerly known as Capital Builders, Inc.) in favor of Glenn E. Hicks, Jr., Curtis O. Hicks, H. Jack Pendley and David M. Pendley and subsequent deeds recorded at Official Records Book 665, Page 329, Official Records Book 665, Page 333, and Official Records Book 665, Page 336. (As to Parcel 3)
2. Easement and Joint Use Agreement dated December 20, 1984 as recorded in the Public Records of Escambia County, Florida in Official Records Book 2003, Page 99.
3. Reservations contained in that certain Quit Claim Deed filed March 16, 1993 in Official Records Book 3331, Page 894, Public Records of Escambia County, Florida. (As to Parcel 3)

28.50

DR BK 4169 PB0704
Escambia County, Florida
INSTRUMENT 97-415732

THIS INSTRUMENT PREPARED BY

Terence J. Delahunty, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

Record & Mail To:

✓ **KC WILSON**
38-119 BEL AIR DRIVE
CATHEDRAL CITY, CA 92234
INV. # 120
#240031

For Recording Purposes Only

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENTS AND ASSIGNMENTS OF LEASES AND RENTS

Carriage Hills Apartments - Loan No. 240031

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "Assignment") made as of the 30th day September, 1994, by **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Assignor"), whose address is c/o Bankers Trust Company, Three Park Plaza, 16th Floor, Irvine, CA 92714 in favor of * _____, whose address is 225 Franklin St., Boston, MA 02110 ("Assignee").

WHEREAS, Column Financial, Inc., a Delaware corporation ("Assignor"), is the legal and equitable owner and holder of that certain note dated September 30, 1994, made by **HILLS APARTMENT COMMUNITIES, L.C.**, a Florida limited liability company, in the principal amount of \$4,300,000.00, (the "Note"), which Note is secured by Mortgage and Security Agreements (the "Mortgages") and Assignments of Leases and Rents (the "Assignments of Leases"); and

WHEREAS, Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the Mortgages and Assignments of Leases be assigned to Assignee.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocable, absolutely and unconditionally sell, assign, grant, transfer, set over and convey to Assignee, its successors and assigns, without recourse, all of the right, title and interest of Assignor in and to the following documents:

- a) those three (3) Mortgage and Security Agreements, all of which are dated September 30, 1994, executed by **HILLS APARTMENT COMMUNITIES, L.C.**, a Florida State Street Bank and Trust Company, as trustee for the registered holders of DLJ Mortgage Acceptance Corp/CS First Boston. Mortgage Securities Corp., Multifamily Mortgage Pass-through Certificates, Series 1994-MF1.

limited liability corporation, and recorded in Official Records Book [3655], Page [099], in Official Records Book [3655], Page [099], and in Official Records Book [3656], Page [000], of the Public Records of the County of Escambia, State of Florida, encumbering certain improved real property (the "Mortgaged Property") situated in said County, as more particularly described on Exhibit A annexed hereto and made a part hereof; and

b) those certain Assignments of Leases and Rents dated September 30, 1994, executed by HILLS APARTMENT COMMUNITIES, L.C., a Florida limited liability company and recorded in Official Records Book [3656], Page [0052], in Official Records Book [3656], Page [0063], and in Official Records Book [], Page [], of the Public Records of the County of Escambia, State of Florida, assigning all existing and future leases and rents relating to the Mortgaged Property.

Together with the Note and other obligations described in said Mortgage and secured thereby and all of Assignor's right, title, and interest therein. To have and to hold the same unto the Assignee, its successors and assigns, forever.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this 30th day of September, 1994.

Signed and delivered
in the presence of:

Barbara A. Robbins
Type/Print: BARBARA A. ROBBINS

Linda L. Keller
Type/Print: Linda L. Keller

COLUMN FINANCIAL, INC.,
a Delaware corporation

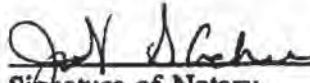
By: Robert A. Barnes
Robert A. Barnes
Vice President

STATE OF GEORGIA
COUNTY OF FULTON

OR BK 4169 PG0706
Escambia County, Florida
INSTRUMENT 97-415732

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **ROBERT A. BARNES**, who acknowledged he is vice-president of **COLUMN FINANCIAL, INC.**, a Delaware corporation, and who is personally known to me or produced _____ as identification, and that he acknowledged executing the same on behalf of said corporation in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of September, 1994.



Signature of Notary

Juli S. Achee

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

Notary Public, Gwinnett County, Georgia
My Commission Expires January 27, 1998



EXHIBIT "A"

PARCEL #1: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 56 MINUTES EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE, A DISTANCE OF 1285.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 56 MINUTES EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1520.00 FEET; THENCE GO 00 DEGREES 04 MINUTES EAST A DISTANCE OF 240.00 FEET; THENCE GO SOUTH 89 DEGREES 56 MINUTES WEST A DISTANCE OF 380.00 FEET; THENCE GO SOUTH 70 DEGREES 56 WEST A DISTANCE OF 330.00 FEET; THENCE GO SOUTH 82 DEGREES 56 MINUTES WEST A DISTANCE OF 420.00 FEET; THENCE GO SOUTH 15 DEGREES 56 MINUTES WEST A DISTANCE OF 690.15 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 422.65 FEET (CHORD = 398.80 FEET, CHORD BEARING NORTH 33 DEGREES 42 MINUTES 00 SECONDS WEST) TO A POINT-OF-TANGENCY; THENCE GO NORTH 00 DEGREES 04 MINUTES WEST A DISTANCE OF 730.00 FEET TO THE POINT OF BEGINNING.

PARCEL #5: ALSO TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF ROAD EASEMENT DATED MARCH 29, 1985 AND FILED APRIL 30, 1985 IN OFFICIAL RECORDS BOOK 2055, PAGE 73 AND THAT CERTAIN EASEMENT FILED NOVEMBER 3, 1978 IN OFFICIAL RECORD BOOK 1272, PAGE 538, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "A"

PARCEL #2: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY), IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 39°17' EAST ALONG THE CENTERLINE OF SAID GULF POWER COMPANY EASEMENT A DISTANCE OF 342.45 FEET; THENCE GO SOUTH 46°31' EAST ALONG SAID CENTERLINE A DISTANCE OF 969.91 FEET TO A POINT INTERSECTED BY THE CENTERLINE OF A SECOND GULF POWER COMPANY EASEMENT (200 FOOT RIGHT-OF-WAY); THENCE CONTINUE SOUTH 46°31' EAST ALONG THE CENTERLINE OF SAID EASEMENT (100 FOOT RIGHT-OF-WAY) A DISTANCE OF 180.04 FEET; THENCE GO NORTH 44°45' EAST A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 44°45' EAST A DISTANCE OF 130.35 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 119.34 FEET AN ARC DISTANCE OF 58.70' (CHORD DISTANCE = 58.11 FEET, CHORD BEARING + NORTH 58°50'30" EAST) TO A POINT OF TANGENCY; THENCE GO NORTH 72°56' EAST A DISTANCE OF 11.29 FEET TO A POINT ON THE SOUTHERNMOST RIGHT-OF-WAY LINE OF VALLE ESCONDIDO DRIVE (80 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET; THENCE GO ALONG SAID VALLE ESCONDIDO DRIVE RIGHT-OF-WAY ON SAID CURVE AN ARC DISTANCE OF 520.55 FEET (CHORD DISTANCE = 490.71 FEET, CHORD BEARING = SOUTH 56°10'30" EAST) TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300.00 FEET; THENCE LEAVING SAID VALLE ESCONDIDO DRIVE RIGHT-OF-WAY GO SOUTH 00°04' EAST A DISTANCE OF 200 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 225.00 FEET; THENCE GO NORTH 39°52'20" WEST A DISTANCE OF 117.15 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 288.54 FEET TO A POINT ON THE NORTHERNMOST RIGHT-OF-WAY LINE OF AFORESAID GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 46°31' WEST ALONG THE NORTHERNMOST LINE OF SAID GULF POWER COMPANY EASEMENT A DISTANCE OF 374.24 FEET TO THE POINT OF BEGINNING.

PARCEL #4: TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AGREEMENT DATED JUNE 22, 1994 AND FILED AUGUST 16, 1994 IN OFFICIAL RECORDS BOOK 3631, PAGE 359, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "A"

PARCEL #3: 80-FOOT WIDE PARCEL OF PROPERTY KNOWN AS VALLE ESCONDIDO DRIVE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89°56' EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE A DISTANCE OF 1245 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 00°04' EAST A DISTANCE OF 730.00 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET FOR AN ARC LENGTH OF 628.32 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300 FEET TO THE POINT OF ENDING.

RCD Sep 09, 1997 12:37 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-415732

This Instrument Prepared By:

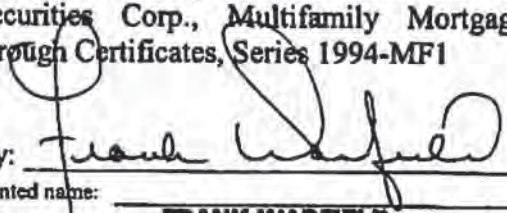
✓ Jeffrey T. Sauer, Esquire
Smith, Sauer & DeMaria
510 East Zaragoza Street
Pensacola, FL 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ASSIGNMENT OF NOTE AND MORTGAGES

The undersigned owner of a note and mortgages (and of the indebtedness secured thereby) made by **Hills Apartment Communities, LC**, to Column Financial, Inc., on the 30th day of September, 1994, and recorded in Official Records Book 3655 at page 947, Official Records Book 3655 at page 998, and Official Records Book 3656 at page 1, as assigned to **State Street Bank and Trust Company, as trustee**, for the registered holders of DLJ Mortgage Acceptance Corp/CS First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-through Certificates, Series 1994-MF1 by instrument recorded in Official Records Book 4169 at page 704, all being of the public records of Escambia County, Florida, representing a total original principal balance of \$4,300,000.00 of which there is currently an outstanding principal balance of Four Million Five Thousand Six Hundred Eighty-eight and 03/100 Dollars (\$4,005,688.03), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign and transfer the same to **Laureate Capital LLC, a North Carolina limited liability company**.

State Street Bank and Trust Company, as trustee,
for the registered holders of DLJ Mortgage
Acceptance Corp/CS First Boston Mortgage
Securities Corp., Multifamily Mortgage Pass-
through Certificates, Series 1994-MF1

By: 
Printed name: _____
Title: **FRANK WARFIELD**
VICE PRESIDENT

STATE OF Pennsylvania
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me on this 16 day of November, 2001, by Frank Warfield, as Vice President of State Street Bank and Trust Company, as trustee, for the registered holders of DLJ Mortgage Acceptance Corp/CS First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-through Certificates, Series 1994-MF1, on behalf of the bank. He/She () is personally known to me or () has produced _____ as identification.

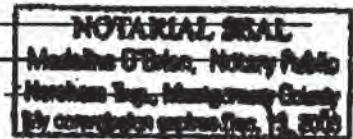


Madeline O'Brien
NOTARY PUBLIC

Printed Name: _____

State of _____

My commission expires: _____



RCD Nov 20, 2001 04:10 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-904502

199.50
4338.62
7592.90

44

OR BK 4805 P81054
Escambia County, Florida
INSTRUMENT 2001-904507

MTB DOC STAMPS DO. & ESC CO 17592.90
11/20/01 ERNIE LEE WADSWORTH, CLERK

By: *[Signature]*

INTANGIBLE TAX DO. & ESC CO 14338.62
11/20/01 ERNIE LEE WADSWORTH, CLERK

By: *[Signature]*

THIS INSTRUMENT PREPARED BY,
RECORDED AND RETURN TO:

Jonathan J. Nugent, Esq.
Kilpatrick Stockton LLP
3500 One First Union Center
301 S. College Street
Charlotte, North Carolina 28202-6001

FHLMC LOAN NO.: 002693127

**AMENDED AND RESTATED
MULTIFAMILY RENEWAL MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

(FLORIDA)

THIS RENEWAL MORTGAGE SECURES A RENEWAL TERM NOTE WHICH INCREASES THE FACE AMOUNT OF THE UNPAID PRINCIPAL BALANCE OF THE ORIGINAL NOTE BY THE AMOUNT OF \$2,169,311.97. PURSUANT TO F.S. §201.09 AND F.S. §199.145(4)(b), FLORIDA DOCUMENTARY STAMP TAX AND FLORIDA NONRECURRING INTANGIBLE TAX ARE DUE ONLY ON THE FACE AMOUNT OF THE INCREASE OF \$2,169,311.97. FLORIDA DOCUMENTARY STAMP TAX AND NONRECURRING INTANGIBLE TAX DUE ON THE ORIGINAL NOTE WERE PAID IN FULL ON THE MORTGAGE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3655 AT PAGE 0947, OFFICIAL RECORDS BOOK 3655 AT PAGE 0998 AND OFFICIAL RECORDS BOOK 3656 AT PAGE 0001 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

**SECURITY INSTRUMENT (FREDDIE MAC) — FLORIDA
SIFLFR01.DOC**

CLTLEB01 661233.2

2-4012-011

FHLMC Loan No. 002693127

**AMENDED AND RESTATED
MULTIFAMILY RENEWAL MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED MULTIFAMILY RENEWAL MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Instrument") is dated as of the 20th day of November, 2001, between HILLS APARTMENT COMMUNITIES, L.C., a limited liability company organized and existing under the laws of the State of Florida, whose address is One Lowell's Cove Road, Orr's Island, Maine 04066-0048, as mortgagor ("Borrower"), and LAUREATE CAPITAL LLC, a limited liability company organized and existing under the laws of the State of North Carolina, whose address is 227 West Trade Street, Charlotte, North Carolina 28202, as mortgagee ("Lender").

RECITALS:

A. Lender is the holder of a promissory note dated September 30, 1994, in the original principal amount of Four Million Three Hundred Thousand and No/100 Dollars (\$4,300,000.00) (the "Original Note") made by Borrower and payable to the order of Column Financial Inc., as assigned to State Street Bank and Trust Company, as trustee, for the registered holders of DLJ Mortgage Acceptance Corp/CS First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-through Certificates, Series 1994-MF1 (the "Original Payee").

B. The Original Note is secured by three Mortgage and Security Agreements dated September 30, 1994, from Borrower to the Original Payee, recorded among the Public Records of Escambia County, Florida in Official Records Book 3655 at Page 0947, Official Records Book 3655 at Page 0988 and Official Records Book 3656 at Page 0001, as assigned to State Street Bank and Trust Company, as trustee, for the registered holders of DLJ Mortgage Acceptance Corp/CS First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-through Certificates, Series 1994-MF1 in Official Records Book 4169 at Page 704 (collectively, the "Original Mortgage") on certain improved real property located in Escambia County, Florida.

C. The Original Note has been sold and assigned by the Original Payee to Lender. The Original Mortgage has been assigned by the Original Payee to Lender pursuant to an Assignment of Mortgages, dated the same day as this Instrument and recorded or intended to be recorded among the Public Records of Escambia County, Florida, immediately prior hereto.

D. The Original Note is being consolidated, amended and restated in its entirety pursuant to a certain Amended and Restated Multifamily Renewal Note dated the same date as

this Instrument from Borrower, as maker, to the order of Lender, as payee, to reflect among other things, a change in the interest rate and terms of payment and an increase in the unpaid principal balance from Four Million Five Thousand Six Hundred Eighty-Eight and 03/100 Dollars (\$4,005,688.03) to Six Million One Hundred Seventy-Five Thousand and No/100 Dollars (\$6,175,000.00).

E. Borrower and Lender now desire to amend and modify the terms of the Original Mortgage and have agreed, for purposes of convenience, to consolidate, amend and restate the Original Mortgage, in its entirety as follows:

Borrower is indebted to Lender in the principal amount of \$6,175,000.00, as evidenced by Borrower's Multifamily Note payable to Lender dated as of the date of this Instrument, and maturing on December 1, 2011.

TO SECURE TO LENDER the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower mortgages, warrants, grants, conveys and assigns to Lender the Mortgaged Property, including the Land located in Escambia County, State of Florida and described in Exhibit A attached to this Instrument.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, convey, bargain, sell, transfer and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. **DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings:

(a) "Borrower" means all persons or entities identified as "Borrower" in the first paragraph of this Instrument, together with their successors and assigns.

(b) "Collateral Agreement" means any separate agreement between Borrower and Lender for the purpose of establishing replacement reserves for the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in

AN ARC DISTANCE OF 520.55 FEET (CHORD DISTANCE = 490.71 FEET, CHORD BEARING = SOUTH 56°10'30" EAST) TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300.00 FEET; THENCE LEAVING SAID VALLE ESCONDIDO DRIVE RIGHT-OF-WAY GO SOUTH 00°04' EAST A DISTANCE OF 200 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 225.00 FEET; THENCE GO NORTH 39°52'20" WEST A DISTANCE OF 117.15 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 288.54 FEET TO A POINT ON THE NORTHERNMOST RIGHT-OF-WAY LINE OF AFORESAID GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 46°31' WEST ALONG THE NORTHERNMOST LINE OF SAID GULF POWER COMPANY EASEMENT A DISTANCE OF 374.24 FEET TO THE POINT OF BEGINNING.

PARCEL #3: 80-FOOT WIDE PARCEL OF PROPERTY KNOWN AS VALLE ESCONDIDO DRIVE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBLIA COUNTY, FLORIDA; THENCE GO NORTH 89°56' EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE A DISTANCE OF 1245 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 00°04' EAST A DISTANCE OF 730.00 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE

TO THE LEFT HAVING A RADIUS OF 400.00 FEET FOR AN ARC LENGTH OF 628.32 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300 FEET TO THE POINT OF ENDING.

PARCEL #4: TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AGREEMENT DATED JUNE 22, 1994 AND FILED AUGUST 16, 1994 IN OFFICIAL RECORDS BOOK 3631, PAGE 359, PUBLIC RECORDS OF ESCAMBLIA COUNTY, FLORIDA.

PARCEL #5: ALSO TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF ROAD EASEMENT DATED MARCH 29, 1985 AND FILED APRIL 30, 1985 IN OFFICIAL RECORDS BOOK 2055, PAGE 73 AND THAT CERTAIN EASEMENT FILED NOVEMBER 3, 1978 IN OFFICIAL RECORD BOOK 1272, PAGE 538, PUBLIC RECORDS OF ESCAMBLIA COUNTY, FLORIDA.

EXHIBIT B

MODIFICATIONS TO INSTRUMENT

The following modifications are made to the text of the Instrument that precedes this Exhibit:

1. Section 3(c) of the Security Instrument is amended to add the words "or in the case of the Original Mortgage, assumed" after the words "paid off".

2. Section 3(c) of the Security Instrument is amended to add the following sentence:

Any assignment of Rents or assignment of security deposits by Borrower is made subject to the rights of tenants.

3. Section 7 of the Security Instrument is modified to add the following sub-section:

(f) Notwithstanding the provisions of Subsection 7(a), Lender will not require Borrower to deposit with Lender amounts sufficient to accumulate with Lender the enter sum required to pay the:

- fire, hazard or other insurance premiums,
- Taxes,
- water and sewer charges,
- ground rents,
- assessments or other charges.

Borrower must provide Lender with proof of payment of all such Impositions for which Lender is not collecting Imposition Deposits on or before the date such Impositions are due or on the date this Instrument requires such Impositions to be paid; provided, however, in the case of water and sewer changes such proof may be provided annually. In the event that Borrower does not timely pay any of the Impositions, or fails to provide Lender with proof of such payment, or at any other time in Lender's discretion, Lender may require Borrower to deposit with Lender the Imposition Deposits as provided in Subsection 7(a).

4. Section 14(c) of the Security Instrument will be amended by changing the period at the end of the paragraph to a comma and adding the following:

"at any time after an Event of Default has occurred or at any time that Lender, in its reasonable judgment, determines that audited financial statements are required for an accurate assessment of the financial condition of Borrower or of the Mortgaged Property."

5. Section 17 of the Security Instrument will be modified to add the following:

"Lender acknowledges that on the date of this Instrument, there is no written management contract. Any management contract hereafter required by lender or proposed by Borrower, either with the current manager to replace the existing verbal contract (which contract is terminable by Borrower upon notice and without charge, fee, or penalty) or a contractor with a new manager approved by Lender, must be submitted to Lender for Lender's approval prior to Borrower entering into the contract. Any such contract must provide for a maximum annual management fee of 5% of collected rents, and must be terminable without cause by Borrower upon not more than 30 days' notice without the payment of a penalty or fee."

6. Section 18(g) of the Security Instrument will be modified by revising the third sentence and adding the following:

"; provided that so long as there is no Event of Default, upon request of Borrower, Lender will make available to Borrower, without representation or warranty of any kind, a copy of any third party report of an Environmental Inspection the costs with respect to which have been paid for by Borrower"

7. Section 21 of the Security Instrument will be modified by adding the following:

- (7) A Transfer by John E. Sylvester or Kathleen Sylvester of their joint or respective interests in Borrower to any of the following under the terms and conditions set forth in (A) – (F):
- (i) a sale or transfer to one or more of the transferor's immediate family members; or
 - (ii) a sale or transfer to any trust having as its sole beneficiaries the transferor and/or one or more of the transferor's immediate family members; or
 - (iii) a sale or transfer from a trust to any one or more of its beneficiaries (which beneficiaries must be immediate family members of John E. Sylvester or Kathleen Sylvester); or
 - (iv) the substitution or replacement of the trustee of any trust; or

- (v) a sale or transfer to an entity owned and controlled by the transferor's immediate family members.
- (A) Borrower shall provide Lender with prior written notice of the proposed Transfer, which notice must be accompanied by a non-refundable review fee in the amount of \$3,000.
- (B) For the purposes of these allowed Transfers, a transferor's immediate family members will be deemed to include a spouse, parent, child or grandchild of such transferor.
- (C) John E. Sylvester shall retain at all times remain the sole managing member in Borrower.
- (D) At the time of the proposed Transfer, no Event of Default shall have occurred and no event or condition shall have occurred and be continuing that, with the giving of notice or the passage of time, or both, would become an Event of Default.
- (E) Lender shall be entitled to collect all costs, including the cost of all title searches, title insurance and recording costs, and all fees, expenses and costs of its legal counsel, including its in-house counsel.
- (F) Lender shall not be entitled to collect a transfer fee as a result of these transfers.

RCD Nov 20, 2001 04:10 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-904507

19.50 4

FHLMC Loan No.: 002693127

ASSIGNMENT OF SECURITY INSTRUMENT
(Revision Date 11-01-2000)

FOR VALUABLE CONSIDERATION, LAUREATE CAPITAL LLC, a limited liability company, organized and existing under the laws of North Carolina (the "Assignor"), having its principal office at 227 West Trade Street, Suite 400, Charlotte, North Carolina 28202, hereby assigns, grants, sells and transfers to the FEDERAL HOME LOAN MORTGAGE CORPORATION (the "Assignee"), having its principal place of business at 8200 Jones Branch Drive, McLean, Virginia 22102, and the Assignee's successors, transferees and assigns forever, all of the right, title and interest of the Assignor in and to the Amended and Restated Multifamily Renewal Mortgage, Assignment of Rents and Security Agreement dated November 20, 2001, entered into by HILLS APARTMENT COMMUNITIES, L.C., a Florida limited liability company (the "Borrower") for the benefit of the Assignor, securing an indebtedness of the Borrower to the Assignor in the principal amount of \$6,175,000.00 and recorded in the land records of the County of Escambia, Florida in Book 4805 at Page 1098 (the "Instrument"), which indebtedness is secured by the property described in Exhibit A, attached to this Assignment and incorporated into it by this reference.

Together with the note or other obligation described in the Instrument and all obligations secured by the Instrument now or in the future.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 20th day of November, 2001.

ASSIGNOR:

LAUREATE CAPITAL LLC,
a North Carolina limited liability company

By: 
Name: Mark A. Hill
Title: Senior Vice President

ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Mecklenburg)ss.

The foregoing instrument was acknowledged before this 20 day of NOVEMBER, 2001 by Mark A Hill as Sec. Vice Pres. of LAUREATE CAPITAL LLC, a North Carolina limited liability company, on behalf of said limited liability company. He/she is personally known to me or has produced driver license(s) as identification.

Annie Martin

Printed Name: Annie Martin

Notary Public

Serial Number: For State of N.C.; County of Mecklenburg

My Commission expires: 11-02-03



EXHIBIT A
Legal Description

PARCEL #1:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89° 56 MINUTES EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE, A DISTANCE OF 1285.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 56 MINUTES EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1520.00 FEET; THENCE GO SOUTH 00 DEGREES 04 MINUTES EAST A DISTANCE OF 240.00 FEET; THENCE GO SOUTH 89 DEGREES 56 MINUTES WEST A DISTANCE OF 380.00 FEET; THENCE GO SOUTH 70 DEGREES 56 MINUTES WEST A DISTANCE OF 330.00 FEET; THENCE GO SOUTH 82 DEGREES 56 MINUTES WEST A DISTANCE OF 420.00 FEET; THENCE GO SOUTH 15 DEGREES 56 MINUTES WEST A DISTANCE OF 690.15 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 422.65 FEET (CHORD = 398.80 FEET, CHORD BEARING NORTH 33 DEGREES 42 MINUTES 00 SECONDS WEST) TO A POINT OF TANGENCY; THENCE GO NORTH 00 DEGREES 04 MINUTES WEST A DISTANCE OF 730.00 FEET TO THE POINT OF BEGINNING.

PARCEL #2: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY), IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 39°17' EAST ALONG THE CENTERLINE OF SAID GULF POWER COMPANY EASEMENT A DISTANCE OF 342.45 FEET; THENCE GO SOUTH 46°31' EAST ALONG SAID CENTERLINE A DISTANCE OF 969.91 FEET TO A POINT INTERSECTED BY THE CENTERLINE OF A SECOND GULF POWER COMPANY EASEMENT (200 FOOT RIGHT-OF-WAY); THENCE CONTINUE SOUTH 46°31' EAST ALONG THE CENTERLINE OF SAID EASEMENT (100 FOOT RIGHT-OF-WAY) A DISTANCE OF 180.04 FEET; THENCE GO NORTH 44°45' EAST A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 44°45' EAST A DISTANCE OF 130.35 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 119.34 FEET AN ARC DISTANCE OF 58.70' (CHORD DISTANCE = 58.11 FEET, CHORD BEARING + NORTH 58°50'30" EAST) TO A POINT OF TANGENCY; THENCE GO NORTH 72°56' EAST A DISTANCE OF 11.29 FEET TO A POINT ON THE SOUTHERNMOST RIGHT-OF-WAY LINE OF VALLE ESCONDIDO DRIVE (80 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET; THENCE GO ALONG SAID VALLE ESCONDIDO DRIVE RIGHT-OF-WAY ON SAID CURVE

AN ARC DISTANCE OF 520.55 FEET (CHORD DISTANCE = 490.71 FEET, CHORD BEARING = SOUTH 56°10'30" EAST) TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300.00 FEET; THENCE LEAVING SAID VALLE ESCONDIDO DRIVE RIGHT-OF-WAY GO SOUTH 00°04' EAST A DISTANCE OF 200 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 225.00 FEET; THENCE GO NORTH 39°52'20" WEST A DISTANCE OF 117.15 FEET; THENCE GO SOUTH 89°56' WEST A DISTANCE OF 288.54 FEET TO A POINT ON THE NORTHERNMOST RIGHT-OF-WAY LINE OF AFORESAID GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 46°31' WEST ALONG THE NORTHERNMOST LINE OF SAID GULF POWER COMPANY EASEMENT A DISTANCE OF 374.24 FEET TO THE POINT OF BEGINNING.

PARCEL #3: 80-FOOT WIDE PARCEL OF PROPERTY KNOWN AS VALLE ESCONDIDO DRIVE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SAUFLEY FIELD ROAD, STATE ROAD 296, 100 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF A GULF POWER COMPANY EASEMENT (100 FOOT RIGHT-OF-WAY) IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89°56' EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE A DISTANCE OF 1245 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 00°04' EAST A DISTANCE OF 730.00 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE

TO THE LEFT HAVING A RADIUS OF 400.00 FEET FOR AN ARC LENGTH OF 628.32 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 89°56' EAST A DISTANCE OF 300 FEET TO THE POINT OF ENDING.

PARCEL #4: TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AGREEMENT DATED JUNE 22, 1994 AND FILED AUGUST 16, 1994 IN OFFICIAL RECORDS BOOK 3631, PAGE 359, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL #5: ALSO TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF ROAD EASEMENT DATED MARCH 29, 1985 AND FILED APRIL 30, 1985 IN OFFICIAL RECORDS BOOK 2055, PAGE 73 AND THAT CERTAIN EASEMENT FILED NOVEMBER 3, 1978 IN OFFICIAL RECORD BOOK 1272, PAGE 538, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RCD Nov 20, 2001 04:10 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-904508

OR 2055/73

RETURN TO:
HOWARD L. DALE
2000 ...
... ..

This instrument prepared by ~~...~~

William J. Armstrong, Esq.
Hansell & Post
3300 First Atlanta Tower
Atlanta, Georgia 30303

GRANT OF ROAD EASEMENT

THIS INDENTURE made this ... day of ... 1985, by and among RICHARD A. JOHNSON, JAMES V. COLE and DALE A. HOLBERT (hereinafter collectively referred to as "Grantors") and CARRIAGE HILLS ASSOCIATES, L.P., a Florida Limited Partnership (hereinafter referred to as "Associates") and CARRIAGE HILLS OF 1984 LIMITED PARTNERSHIP, a Florida Limited Partnership (hereinafter referred to as "Partnership");

W I T N E S S E T H, T H A T

WHEREAS, Grantors own fee simple title in and to that certain tract of land located in Escambia County, Florida, being more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as "Esperanto Drive");

WHEREAS, Associates own fee simple title in and to certain parcels or tracts of land located in Escambia County, Florida, being more particularly described in Exhibit "B", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Associates Property");

WHEREAS, Partnership owns fee simple title in and to certain parcels or tracts of land located in Escambia County, Florida, being more particularly described in Exhibit "C", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Partnership Property");

WHEREAS, Associates owns fee simple title in and to a certain tract of land located in Escambia County, Florida, being more particularly described in Exhibit "D", attached hereto and by this reference made a part hereof, (hereinafter referred to as "Valle Escondido Drive");

WHEREAS, Partnership holds easements, rights and privileges over Valle Escondido Drive under and by virtue of that certain easement and joint use agreement dated December 20, 1980, recorded in O.R. Book 2003, beginning at page 99, Public Records of Escambia County, Florida;

WHEREAS Grantors desire to grant certain easement, rights and privileges in favor of Associates and Partnership,

NOW, THEREFORE in consideration of TEN DOLLARS (\$10.00) the foregoing recitals, and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant, bargain and convey unto Associates, its successors, successors-in-title and assigns, for the benefit of and as an appurtenance to the Associates Property, a non-exclusive, permanent, perpetual and irrevocable easement, right and privilege to use Esperanto Drive for the purpose of vehicular and pedestrian traffic serving the Associates Parcel; and Grantors hereby grant, bargain and convey unto Partnership, its successors, successors-in-title and assigns, for the benefit of and as an appurtenance to, the Partnership Property a non-exclusive, permanent, perpetual and irrevocable easement, right and privilege to use Esperanto Drive for the purpose of vehicular and pedestrian traffic serving the Partnership Property

TO HAVE AND TO HOLD the said easements, rights and privileges, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Associates and Partnership forever.

AND THE SAID Grantors do hereby warrant the title to said easements, rights and privileges and will defend the same against the lawful claims of all persons whomsoever, and indemnify and forever hold Associates and Partnership harmless from any such claims. Nothing herein shall impose or create any obligation now or hereafter on the part of either Associates or Partnership or their successors and assigns to maintain, repair or improve Esperanto Drive

IN WITNESS WHEREOF, Grantors have executed this instrument under seal as of the date and year first above written

WITNESSES:

GRANTORS:

RICHARD A. JOHNSON

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

EXHIBIT B

Parcel 1

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100' R/W) and the centerline of a Gulf Power Company Easement (100' R/W) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida.

thence go south 39 degrees 17 minutes 00 seconds East along the aforesaid centerline of the Gulf Power Easement a distance of 342.45 feet;

thence go South 46 degrees 31 minutes 00 seconds East along the aforesaid centerline a distance of 367.71 feet to the Point of Beginning;

thence go North 89 degrees 56 minutes 00 seconds East a distance of 732.95 feet to a point on the Westerly right-of-way line of Valle

Escondido Drive (80' R/W);

thence go South 00 degrees 04 minutes 00 seconds East along the aforesaid Westerly right-of-way line a distance of 221.67 feet to a point of curvature;

thence go along a curve to the left having a radius of 440.00 feet an arc distance of 90.50 feet (CH = 90.34', CH BRG = S-5° 57' 50" E) to a point of intersection with the Northerly right-of-way line of Esperanto Drive (80' R/W);

thence go South 72 degrees 56 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 11.29 feet to a point of curvature;

thence go along a curve to the left having a radius of 129.34 feet an arc distance of 98.00 feet (CH = 97.07', CH BRG = S 58° 50' 30" W) to a point of tangency;

thence go South 44 degrees 43 minutes 00 seconds West along the aforesaid Northerly right-of-way line a distance of 182.14 feet to a point on the centerline of the aforesaid 100 foot Gulf Power Easement;

thence go North 46 degrees 31 minutes 00 seconds West along the centerline of the aforesaid Easement a distance of 717.23 feet to the Point of Beginning.

Less and Except that parcel of land known as Water Well Site described as follows:

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-

of-way) in Section 13, Township 2 South, Range 30 West, Escambia County Florida; thence go South 39°17' East along the Centerline of said Gulf

Power Company easement a distance of 342.45 feet; thence go South 46°31'

East along said centerline a distance of 668.56 feet; thence go North 43°29' East a distance of 50.00 feet to the Northerly right-of-way line

of aforesaid Gulf Power Company Easement and the point of beginning;

thence continue North 43°29' East a distance of 150.00 feet; thence go South 46°31' East a distance of 125.00 feet; thence go South 43°29' West

a distance of 150.00 feet to the Northerly right-of-way line of said Gulf Power Company easement; thence go North 46°31' West along said

northerly right-of-way line a distance of 125.00 feet to the point of beginning.

EXHIBIT B

EXHIBIT B

Parcel II

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saufley Field Road, State Road 296, 100 foot right-of-way) and the center line of a Gulf Power Company easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida for the Point of Beginning; thence go North 89 degrees 04 minutes East along the South right-of-way line of Michigan Avenue a distance of 1205.00 feet; thence go South 0 degrees 04 minutes East a distance of 425.00 feet; thence go South 89 degrees 56 minutes West a distance of 820.51 feet to a point on the centerline of aforesaid Gulf Power Company Easement; thence go North 46 degrees 31 minutes West along said centerline a distance of 231.77 feet; thence go North 19 degrees 17 minutes West along said centerline a distance of 342.45 feet to the Point of Beginning.

Parcel IIA

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saufley Field Road, State Road 296, 100' R/W) and the center line of a Gulf Power Company Easement (100' R/W) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39 degrees 17 minutes 00 seconds East along the aforesaid centerline of the Gulf Power Company Easement a distance of 342.45 feet; thence go South 46 degrees 31 minutes 00 seconds East along the aforesaid centerline of the Gulf Power Company Easement a distance of 231.77 feet to the Point of Beginning; thence continue South 46 degrees 31 minutes 00 seconds East along the aforesaid easement a distance of 120.94 feet; thence go North 89 degrees 56 minutes 00 seconds East a distance of 732.85 feet to a point on the Westerly right-of-way line of Valle Escondido Drive (80' R/W); thence go North 00 degrees 01 minutes 00 seconds West along the aforesaid Westerly right of way line a distance of 83.33 feet; thence go South 89 degrees 56 minutes 00 seconds West a distance of 820.51 feet to the Point of Beginning.

Parcel III

Commence at the intersection of the South right of way line of Michigan Avenue (Saufley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right of way line of Michigan Avenue a distance of 1205.00 feet; thence go South 00°04' East a distance of 730.00 feet to a Point of Curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 491.17 (chord =

EXHIBIT B

EXHIBIT B

622.26, chord bearing - South 45°04' East) to a point of tangency; thence go North 89°56' East a distance of 300.00 feet to the Point of Beginning; thence go South 00°04' East a distance of 300.00 feet; thence go North 89°56' East a distance of 840.00 feet; thence go North 48°56' East a distance of 325.00 feet; thence go North 52°56' East a distance of 560.00 feet; thence go North 58°04' West a distance of 295.00 feet; thence go North 36°04' West a distance of 550.00 feet; thence go South 71°56' West a distance of 600.00 feet; thence go South 88°56' West a distance of 450.00 feet; thence go South 40°37' West a distance of 616.94 feet; thence go North 89°56' East a distance of 300.00 feet; thence go South 00°04' East a distance of 80.00 feet to the Point of Beginning.

Parcel IV

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saufley Field Road, State Road 296, 100 foot right of way) and the centerline of a Gulf Power Company Easement (100 foot right of way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89 degrees 56 minutes East along the south right of way line of Michigan Avenue a distance of 1205.00 feet to the Point of Beginning; thence go South 00 degrees 04 minutes East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 691.15 feet (CH = 622.25' CH BRG = S-45°04'-E) to the point of tangency; thence go North 89 degrees 56 minutes East a distance of 300.00 feet; thence go North 00 degrees 04 minutes West a distance of 80.00 feet; thence go South 89 degrees 56 minutes West a distance of 300.00 feet to a point of curvature; thence go along a curve to the right having a radius of 360.00 feet an arc distance of 565.49 feet (CH = 509.12', CH BRG = N-45°09" W) to the point of tangency; thence go North 00 degrees 04 minutes West a distance of 730.00 feet to the aforesaid southerly right of way line of Michigan Avenue; thence go South 89 degrees 56 minutes West a distance of 80.00 feet to the Point of Beginning.

EXHIBIT B

EXHIBIT C

PARCEL #1

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the center line of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89 degrees 56 minutes East along the South right-of-way line of Michigan Avenue, a distance of 1285.00 feet to the point of beginning; thence continue North 89 degrees 56 minutes East along said South right-of-way line a distance of 1520.00 feet; thence go South 0 degrees 04 minutes East a distance of 240.00 feet; thence go South 89 degrees 56 minutes West a distance of 280.00 feet; thence go South 70 degrees 05 minutes West a distance of 330.00 feet; thence go South 82 degrees 56 minutes West a distance of 420.00 feet; thence go South 15 degrees 56 minutes West a distance of 690.15 feet to a point on a curve concave to the Northeast and having a radius of 360.00 feet; thence go along said curve to the right an arc distance of 322.65 feet (chord = 398.80 feet, chord bearing North 33 degrees 42 minutes 00 seconds West) to a point-of-tangency; thence go North 0 degrees 04 minutes West a distance of 730.00 feet to the point of beginning.

PARCEL #2

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go South 39°17' East along the centerline of said Gulf Power Company Easement a distance of 342.45 feet; thence go South 46°31' East along said centerline a distance of 969.91 feet to a point intersected by the centerline of a second Gulf Power Company Easement (200 foot right-of-way); thence continue South 46°31' East along the centerline of said easement (100 foot right-of-way) a distance of 180.04 feet; thence go North 44°45' East a distance of 50.01 feet to the Point of Beginning; thence continue North 44°45' East a distance of 130.35 feet to a point of curvature; thence go along a curve to the right having a radius of 119.34 feet an arc distance of 58.70 (chord distance = 58.11 feet, chord bearing = North 58°50'30" East) to a point of tangency; thence go North 72°56' East a distance of 11.29 feet to a point on the southernmost right-of-way line of Valle Escondido Drive (80-foot right-of-way), said point also being on a

(Continued on Added Page)

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11

EXHIBIT C

EXHIBIT C.

OFFICIAL RECORDS

curve concave to the northeast and having a radius of 440.00 feet; thence go along said Valle Escondido Drive right-of-way on said curve an arc distance of 520.55 feet (chord distance = 490.71 feet, chord bearing = South 56°10'30" East) to a point of tangency; thence go North 89°56' East a distance of 300.00 feet; thence leaving said Valle Escondido Drive right-of-way go South 0°04' East a distance of 200 feet; thence go South 89°56' West a distance of 225.00 feet; thence go North 39°52'30" West a distance of 117.15 feet; thence go North 89°56' East a distance of 288.54 feet to a point on the northernmost right-of-way line of aforesaid Gulf Power Company Easement (100-foot right-of-way); thence go North 46°31' West along the northernmost line of said Gulf Power Company Easement a distance of 374.24 feet to the Point of Beginning.

EXHIBIT C

EXHIBIT D

Commence at the intersection of the South right-of-way line of Michigan Avenue (Sausley Field Road, State Road 296, 100 foot right of way) and the centerline of a Gulf Power Company Easement (100 foot right of way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida

thence go North 89 degrees 56 minutes East along the south right of way line of Michigan Avenue a distance of 1205.00 feet to the Point of Beginning;

thence go South 00 degrees 04 minutes East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 691.15 feet (CH = 622.25' CH BRG = S-45°04'-E) to the point of tangency; thence go North 89 degrees 56 minutes East a distance of 300.00 feet; thence go North 00 degrees 04 minutes West a distance of 80.00 feet; thence go South 89 degrees 56 minutes West a distance of 300.00 feet to a point of curvature; thence go along a curve to the right having a radius of 300.00 feet an arc distance of 565.49 feet (CH = 509.17', CH BRG = N-45°09' W) to the point of tangency; thence go North 00 degrees 04 minutes West a distance of 730.00 feet to the aforesaid southerly right of way line of Michigan Avenue; thence go South 89 degrees 56 minutes West a distance of 80.00 feet to the Point of Beginning.

EXHIBIT D

THIS INSTRUMENT
PREPARED BY C. A. GARDNER, JR.
OF GULF POWER COMPANY,
P. O. BOX 1155, PANAMA CITY, FLORIDA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

F 9/8/71

563 PAGE 845

KNOW ALL MEN BY THESE PRESENTS that Memores National Corporation,
a corporation, for and in consideration of the sum of One Dollar (\$1.00)
and other good and valuable considerations to it in hand paid by Gulf
Power Company, a corporation, receipt of which is hereby acknowledged,
do hereby grant and convey unto said Gulf Power Company, its successors
and assigns, the perpetual right to lay, bury, construct, operate, main-
tain, dig up and repair an underground electrical distribution system, and
necessary related overhead facilities, with all necessary conductors,
ducts, conduit, transformers, connection boxes, facilities and equipment,
on, along, under and across the following described:

Commence at the intersection of the south right of way line
of State Road 296 (Saulley Field Road, Michigan Avenue, 100'
R/W) and the centerline of a Gulf Power Company Easement
(100' R/W) in Section 13, Township 2 South, Range 30 West,
Escambia County, Florida; thence go South 39 degrees 17 minutes
East along the centerline of said Gulf Power Company Easement
(100' R/W) a distance of 342.45 feet; thence go South 46 degrees
31 minutes East along the centerline of said Gulf Power Company
Easement a distance of 1400.96 feet; thence go North 43 degrees
29 minutes East a distance of 50.00 feet to the Northernmost
right of way line of said Gulf Power Company Easement, point
also being the Point of Beginning; thence continue North 43
degrees 29 minutes East a distance of 159.78 feet to a point on
the Southernmost right of way line of Valle Escondido Drive
(80' R/W), said point also being on a curve concave to the North-
east; thence go along said Valle Escondido Drive right of way on
a curve to the left having a radius of 440.00 feet an arc distance
of 288.79 feet (CH=263.63' - CH ARC = S 71° 16' E); thence go
South 00 degrees 04 minutes East a distance of 110.00 feet; thence
go South 89 degrees 56 minutes West a distance of 288.54 feet to
a point on the Northernmost right of way line of aforesaid Gulf
Power Company Easement (100' R/W); thence go North 46 degrees 31
minutes West along the Northernmost line of said Gulf Power Company
Easement a distance of 124.24 feet to the point of beginning.

for the transmission, distribution, supply and sale to the public of electric
energy and for the purpose of selling and supplying electricity to the public
for power heat and light.

IN TESTIMONY WHEREOF, Memores National Corporation, a corporation, has
caused this instrument to be executed in its name by Donald C. Carr Sr.,
its President, and MARY LOU CARR, its Secretary, and its corporate
seal to be hereto affixed this 20th day of May, A. D., 1971.

MEMORES NATIONAL CORPORATION

ATTEST:

by Donald C. Carr Sr.

Mary Lou Carr
Secretary

16.00
30
16.85

INSTRUMENT PREPARED BY:
JEFF SOWER
PO BOX 12986
TAMPA, FLORIDA

OFFICIAL RECORDS BOOK 1272 PAGE 538

STATE OF FLORIDA
COUNTY OF ESCAMBIA

EASEMENT

The undersigned ("Grantor"), as owner of the real property described in Exhibit A attached hereto and made a part hereof, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto RICHARD A. JOHNSON, JAMES V. COLF, RICHARD S. COOPER and DALE A. HOLBERT ("Grantees"), their successors and assigns, a perpetual, non-exclusive easement in, to, over and upon the real property described in Exhibit A for the following purposes and uses: (1) allowing and granting unto Grantees, its tenants, servants, licensees, invitees, successors and assigns, the right of ingress, egress and traverse to, from over and upon the portion of the real property described in Exhibit A North of the Southern side of Esperanto Drive to and from the property owned by Grantees described in the Deed recorded in Official Records Book 1251, at page 648, of the public records of Escambia County, Florida, which right includes but is not limited to vehicular traffic; (2) allowing and granting unto Grantees, its tenants, servants, licensees and invitees, successors and assigns, the right of ingress, egress and traverse to, from, over and upon that portion of the property described in Exhibit A South of Esperanto Drive for traffic by utility, maintenance and service vehicles, golf carts, and other golf course equipment to and from property owned by Grantees described in the Deed recorded in Official Records Book 1251, at page 648, of the public records of Escambia County, Florida.

This easement shall run with the land and shall be for the use and benefit of the Grantees, their successors and assigns, the property described in as owners of the Deed recorded in Official Records Book 1251, at page 648, of the public records of Escambia County, Florida.



The Grantees agree to be responsible for one-fourth (1/4) of the taxes, maintenance, repair and replacement expenses relating to the property described in Exhibit A and its use as a roadway.

Grantees agree to join in and consent to a dedication of the property described in Exhibit A to Escambia County for public use as a roadway as well as for utilities or any other purpose upon demand if requested by Grantor.

IN WITNESS WHEREOF, this instrument has been executed this 31st day of OCTOBER, 1978.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

NATIONAL MORTGAGE FUND

By: [Signature]

and by: [Signature]
Vice President

(TRUST SEAL)

[Signature]
[Signature]

[Signature]
RICHARD A. JOHNSON

[Signature]
[Signature]

[Signature]
JAMES V. COLE

[Signature]
[Signature]

[Signature]
RICHARD S. COOPER

[Signature]
[Signature]

[Signature]
DALE A. HOLBERT

EXHIBIT A

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saufley Field Road, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Company Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89 degrees 56 minutes East along the South right-of-way line of Michigan Avenue a distance of 1205.00 feet to the Point of Beginning; thence go South 00 degrees 04 minutes East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 440.00 feet an arc distance of 691.15 feet (CH = 622.25', CH BRG = S-45°-04"-E) to the point of tangency; thence go North 89 degrees 56 minutes East a distance of 300.00 feet; thence go North 00 degrees 04 minutes West a distance of 80.00 feet; thence go South 89 degrees 56 minutes West a distance of 300.00 feet to a point of curvature; thence go along a curve to the right having a radius of 360.00 feet an arc distance of 565.49 feet (CH = 509.12', CH BRG = N-45°-04"-E) to the point of tangency; thence go North 00 degrees 04 minutes West a distance of 730.00 feet to the aforesaid southerly right-of-way line of Michigan Avenue; thence go South 89 degrees 56 minutes West a distance of 80.00 feet to the Point of Beginning.

FILED & RECORDED IN
 THE PUBLIC RECORDS OF
 ESCAMBIA CO., FLA. ON
 NOV 3 9 15 AM '78
 J. J. M. ...
 ESCAMBIA COUNTY

912805

VALLE ESCONDIDO DRIVE / PROPOSED PROPERTY ACQUISITION

2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 2

 PRIVATELY OWNED AND MAINTAINED PORTION OF VALLE ESCONDIDO DRIVE

 PORTION OF VALLE ESCONDIDO DRIVE (APPROX. 0.14 ACRES) TO BE ACQUIRED

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2010) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Kathleen M. Sylvester as Managing Member of Hills Apartment Communities, LC, do hereby attest and affirm:

- 1. That the address for Hills Apartment Communities is PO BOX 37247, Pensacola, FL 32526.
- 2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. John E. Sylvester, Jr. PO Box 37247, Pensacola, FL 32536
 (Name) (Address)

Relationship/Interest: Managing Member of Hills Apartment Communities, LC, which has an ownership interest in the real property described in Exhibit "A."

B. Kathleen M. Sylvester PO Box 37247, Pensacola, FL 32536
 (Name) (Address)

Relationship/Interest: Managing Member of Hills Apartment Communities, LC, which has an ownership interest in the real property described in Exhibit "A."

C. John E. Sylvester Corporation, 1 Lowell Cove Rd, P.O.BOX 48 ORRS ISLAND ME 04066-0048
 a Maine Corporation, (Name) (Address)

Relationship/Interest: Managing Member of Hills Apartment Communities, LC, which has an ownership interest in the real property described in Exhibit "A."

D. William E. Sylvester PO Box 37247, Pensacola, FL 32536
 (Name) (Address)

Relationship/Interest: Beneficial interest in the real property described in Exhibit "A."

- 3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

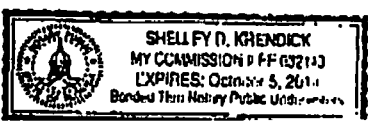
Witness Michael D. King
 Print Name MICHAEL D. KING

Witness William Sylvester
 Print Name WILLIAM SYLVESTER

By: Kathleen M. Sylvester
KATHLEEN M. SYLVESTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of September, 2011 by Kathleen M. Sylvester as Managing Member of Hills Apartment Communities, LC a Florida Limited Liability Corporation on behalf of the Corporation. He/She is personally known to me, or has produced current _____ as identification.

(Notary Seal) 

Shelley D. Kendrick
 Signature of Notary Public
Shelley D. Kendrick
 Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1472

County Administrator's Report Item #: 11. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Acquisition of Property, Located at 2420 W. Delano Street, from C & L Distributing Co., Inc.

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action regarding the acquisition of two adjacent parcels of real property (totaling approximately 0.62 acres), located at 2420 West Delano Street, from C & L Distributing Co., Inc.:

A. Approve the Contract for Sale and Purchase for the acquisition of two adjacent parcels of real property located at 2420 West Delano Street, totaling approximately 0.62 acres; and

B. Authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase and any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Account 210107/56101, Project 08EN0053, "Delano Road and Drainage Improvements" - \$42,000 and Fund 181, "Master Drainage Basin VII", Account 210725/56101 - \$35,000]

Meeting in regular session on May 19, 2011, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the two lots for the negotiated amount of \$77,000. The owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of the Contract for Sale and Purchase.

BACKGROUND:

Meeting in regular session on May 19, 2011, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the two lots for the negotiated amount of \$77,000. The owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Account 210107/56101, Project 08EN0053 "Delano Road and Drainage Improvements" (\$42,000) and Fund 181 "Master Drainage Basin VII", Account 210725/56101 (\$35,000).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 12, 2011.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Public Disclosure of Interest

Board Action 5/19/11

Checklist

Appraisal

Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **C & L Distributing Company, a/k/a C & L DISTRIBUTING CO., INC.**, a Florida Corporation, whose address is 2420 West Delano Street, Pensacola, FL 32505, and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Seventy Seven Thousand Dollars (\$77,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer),

costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Seller have no right of specific performance. If Seller fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

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

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

C & L Distributing Company
a/k/a C & L Distributing Co., Inc.
2420 West Delano Street
Pensacola, FL 32505

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

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized BOARD
OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Sept. 12, 2011

SELLER:

**C & L DISTRIBUTING COMPANY
a/k/a C & L DISTRIBUTING CO., INC.**

Charles F. Welk

By: Charles F. Welk, President

Date: 9-7-11

Judith Cantrell
Witness
Judith Cantrell
Print Name

Brian W Manning
Witness
Brian W Manning
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of September, 2011, by Charles F. Welk, as President of C & L Distributing Company, a/k/a C & L Distributing Co., Inc. He () is personally known to me, () produced current FL Dr License as identification.



(Notary Seal)

Judith C Cantrell
Signature of Notary Public
Judith C Cantrell
Printed Name of Notary Public

Exhibit "A"

The East half (½) of Lot 84 and all of Lots 85 and 86 and 87, Hyer Place Subdivision according to plat recorded in Plat Book 1 at Page 92 of the public records of Escambia County, Florida. All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida.

This Document prepared by
Judy Cantrell
Public Works Bureau
1190 West Leonard Street
Pensacola, FL. 32501

PUBLIC DISCLOSURE OF INTEREST

THIS PUBLIC DISCLOSURE OF INTEREST IS MADE PURSUANT TO SECTION 286.23, FLORIDA STATUTES (1997) UNDER OATH TO ESCAMBIA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS.

1. THAT I, C & L DISTRIBUTING CO., INC., By: Charles F. Welk, President
HEREBY ATTEST AND AFFIRM

2. THAT I OWN PROPERTY LISTED AS TAX NUMBER
09-2S-30-1100-000-084 and 09-2S-30-1100-000-087

THAT THE FOLLOWING INDIVIDUALS HAVE AN INTEREST IN THE REAL PROPERTY DESCRIBED IN EXHIBIT A:

A. CHARLES F WELK 2420 DELANO ST
(NAME) (ADDRESS) PENSACOLA FL

RELATIONSHIP/INTEREST: 50%

B. LINDA G. WELK 2420 DELANO ST
(NAME) (ADDRESS) PENSACOLA FL

RELATIONSHIP/INTEREST: 50%

C. _____
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: _____

D. _____
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: _____

E. _____
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: _____

3. THAT THIS DISCLOSURE HAS BEEN MADE AT LEAST 10 DAYS PRIOR TO THE SALE OF ANY REAL PROPERTY INTEREST AS DESCRIBED IN EXHIBIT A TO ESCAMBIA COUNTY, FLORIDA.

C & L DISTRIBUTING CO., INC.

Witness Judith Cantrell
Print Name Judith Cantrell

By: Charles F. Welk
Charles F. Welk
Title: President

Witness Bennie W Manning
Print Name Bennie W Manning

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of August, 2011, by Charles F. Welk who is personally known to me, () produced current State of Florida driver's license as identification, or () produced current _____ as identification.

Judith C Cantrell
Signature of Notary Public
Judith C Cantrell
Printed Name of Notary Public

Commission Expires _____
Commission No _____

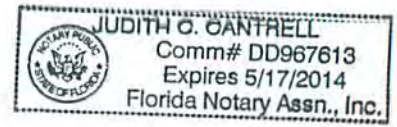


Exhibit "A"

The East half (½) of Lot 84 and all of Lots 85 and 86 and 87, Hyer Place Subdivision according to plat recorded in Plat Book 1 at Page 92 of the public records of Escambia County, Florida. All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board take the following action regarding the acquisition of two adjacent parcels of real property, located at 2420 West Delano Street (*Account Numbers 05-2762-000 and 05-2763-000*), from C & L Distributing Co., Inc., meeting in regular session on February 3, 2011, the Board approved the recommendation presented to the Committee of the Whole on January 13, 2011, authorizing staff to initiate the process to purchase properties in the Delano Street Drainage Area; staff has identified two adjacent parcels of real property, owned by D & L Distributing Company, located at 2420 West Delano Street, as suitable for stormwater drainage attenuation (Funding Source: Fund 352, Local Option Sales Tax III, Account 210107/56101, Project #08EN0053, "Delano Road and Drainage Improvements," and Fund 181, "Master Drainage Basin VII," Account 210725/56101):

- A. Authorize staff to make an offer to C & L Distributing Co., Inc, to purchase two adjacent parcels of real property located at 2420 West Delano Street (approximately 0.62 acre), with a commercial structure located on site (small warehouse and office), for the appraised amount of \$67,000; and
- B. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

Approved 5-0, a purchase price of \$77,000

Speaker(s):

Charles F. Welk

For Information: The Board was advised by Charles F. Welk that he was asking \$80,000 for the property located at 2420 West Delano, and the Board negotiated with Mr. Welk to arrive at a purchase price of \$77,000, which is approximately 15% above the appraised amount.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: TWO PARCELS @ 2420 DELAND ST. / ACCT# 052763000
09-25-30-1100-000-087
ACCT# 052762000

County Administrator (or designee) - Appraisals

Appraiser (1): SHERRILL APPR. CO.
 Date of appraisal: 3/3/11
 Appraised value: \$ 67,000 (BCC APPROVED \$77000)
 Received by: Zed
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
 Date: 07-12-11
 Comments: REVIEWED LEGAL DESCRIPTION

Office of Management and Budget - Verification of Funding Source

Funding source: 350 + 181
 Verified by: R. Lambert
 Date: 7-5-11
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Establis County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 2420 Delano St./C&L Distributing Company Property/Charles Welk

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Maintenance Division
Date: May 25, 2011
Comments: No inspection performed due to the permanent structures and improvements being demolished.

Director's Signature 
David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: TWO PARCELS @ 2720 DELANO ST. / 09-25-30-1100-000-057
ACCT. # 052763000
09-25-30-1100-000-054
ACCT. # 052762000

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 5/24/2011
 Comments: No Risk Management concerns noted

Digitally signed by James M Faulkner
 DN: cn=James M Faulkner, o=ou, email=jmfaulkn@co.escambia.fl.us, c=US
 Date: 2011.05.31 09:49:39 -05'00'

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: TWO PARCELS @ 2720 DELAND ST. / ACCT# 052763000
09-25-30-1100-000-057
ACCT# 052762000

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: June 10, 2011
Received by: Joye Butcher
Comments: Enguerruy project coordinator ECSWD
THERE ARE NO AREAS OF RECOGNIZED ENVIRONMENTAL CONCERN
ON THE ABOVE PROPERTY -

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

SUMMARY APPRAISAL REPORT

OF A

COMMERCIAL PROPERTY

LOCATED AT

**2420 DELANO STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

EXCLUSIVELY FOR

ESCAMBIA COUNTY PUBLIC WORKS BUREAU

AS OF

MARCH 3, 2011

BY

**CHARLES C. SHERRILL, JR., MAI
STATE CERTIFIED GENERAL APPRAISER #RZ0001665**

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

SUMMARY APPRAISAL REPORT

Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

The subject property consists of an office/warehouse building, related site improvements, and underlying land that are located at 2420 Delano Street in Pensacola, Florida. The property is comprised of two adjoining parcels (tax accounts) which have been appraised as a combined whole. The property is currently occupied by the owner.

CLIENT:

Escambia County Public Works Bureau
Attention: Mr. Larry Goodwin
Real Estate Acquisition Supervisor
3363 West Park Place
Pensacola, FL 32505

APPRAISER:

Charles C. Sherrill, Jr., MAI
State Certified General Appraiser #RZ0001665
Sherrill Appraisal Company
P.O. Box 1671
Pensacola, FL 32591

APPRAISAL FILE NUMBER:

N211-0118

PROPERTY LOCATION:

2420 Delano Street, Pensacola, Escambia County,
Florida

PROPERTY TYPE/CURRENT USE:

Office/Warehouse

REPORTED PROPERTY OWNER: C & L Distributing Co., Inc.

TAX ACCOUNT NUMBERS: 05-2762-000 and 05-2763-000

PARCEL IDENTIFICATION NOS.: 09-2S-30-1100-000-084 and
09-2S-30-1100-000-087

CURRENT PROPERTY TAX ASSESSMENT (COMBINED): \$43,846; There are no delinquent property taxes on the subject as the 2010 tax bills have been paid.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office are presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: C-2; General Commercial

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT: For the reported sole purpose of assisting the client, Escambia County Public Works Bureau, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

INTEREST VALUED: Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: March 3, 2011

EFFECTIVE DATE OF VALUE: March 3, 2011

DATE OF APPRAISAL REPORT: March 16, 2011

FINAL ESTIMATE OF VALUE: \$67,000 (Subject to attached appraisal assumptions and limiting conditions)

SCOPE OF THE WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site and the interior of the subject building, conducted a personal interview with the property owner, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable building sales. This information was applied in the Sales Comparison Approach to valuation, and it was given sole consideration in the final value conclusions.

Scope of Work (Continued): For this valuation, the appraiser did not perform the Cost or Income Capitalization Approaches since they were considered to not be necessary to achieve credible appraisal results. Based upon the property type of the subject and the highest and best use of the property, the appraiser concluded that the primary approach to value the subject property for this appraisal is the Sales Comparison Approach, and that this particular scope of appraisal work is sufficient to achieve credible assignment results.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation has been retained in the appraiser's file. This Summary Appraisal Report is intended to comply with the reporting requirements set for under Standards Rule 2-2(b) of the Uniformed Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Pensacola is located in the western-most county (Escambia) in Florida. It has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola. Overall, the area has a diversified employment base, stable population characteristics, and abundance of recreational activities. The near-term outlook for this metropolitan area appears favorable.

Neighborhood Description: The subject property is located outside the city limits of Pensacola in an established commercial area. Land uses in the general area include retail establishments, offices, restaurants, banks, residences, warehouses, pawn shops, churches, motels, condominiums, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

Site Description: The subject property is located on Delano Street, just west of North West of Fairfield Drive. This interior parcel is rectangular in shape. The site has a combined total of 175 feet of frontage on the north side of Delano Street and a depth of 150 feet. According to the Escambia County Property Appraiser's Office, the property contains a total of approximately 0.62 acre. This equates by calculation to a land area of 27,007 square feet. The indicated land-to-building ratio for the subject is 10.0 to 1.0, which is considered to be relatively favorable.

Site Description (Continued): The property is fairly level and moderately wooded (in the rear). The owner reported that Escambia County has performed some stormwater drainage improvements in the vicinity of the subject, but drainage of the property is reportedly unfavorable. Public sanitary sewer service is reportedly available to the subject. The public utilities available to the site are considered to be adequate. Access to the property is concluded to be adequate. It appears that the parcel is not located within a designated flood area.

The property is zoned C-2; General Commercial. The C-2 district is comprised of lands and structures used primarily to provide for the wholesale and retailing of commodities and the furnishing of certain major services and trade shops. The district provides for operations entailing manufacturing, fabrication, and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes, or characteristically. Accordingly, this particular district does allow for outside storage of materials and goods. This type of district occupies an area larger than that of the C-1; Retail Commercial District, is intended to serve a considerably greater population, and offers a wider range of services. Permitted uses within the C-2 district include a wide variety of commercial uses such as single-family residential, multiple-family residential, office, retail, restaurants, banks, motels, lounges, and warehouses. There are several non-permitted but conditional land uses within this classification but they require a public hearing and approval by the Escambia County Board of Adjustment. This zoning district also contains a number of restrictions such as minimum front, rear, and side yard areas, maximum lot coverage ratio, and a maximum building height limit of 120 feet or 12 stories. The present office/warehouse use of the subject property is permitted by the current C-2 zoning classification.

Description of Improvements: The subject improvements consist of an office/warehouse building which according to the appraiser's measurements and calculations contains approximately 2,696 square feet. The facility is constructed of concrete block exterior walls on a concrete foundation. The roof cover is of a flat-rolled material. The building has an eave height of approximately 8 to 10 feet. The front 420 square feet (approximately 16 percent of the building) are comprised of office space, and the remainder of the facility consists of unfinished warehouse area.

The building is reported to have been constructed in 1959. Overall, the facility is considered to be in fair physical condition.

The subject site improvements consist of a detached metal storage shed of nominal value, gravel and unpaved parking spaces, and fencing.

SALES HISTORY OF SUBJECT PROPERTY:

According to public records, the subject property was acquired by the current owner prior to 1979. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the purchase of the subject property at a yet undetermined price.

HIGHEST AND BEST USE:

Highest and best use as if vacant. The legally permissible uses of the subject site include a wide variety of commercial uses such as single-family residential, multiple-family residential, office, retail, restaurants, banks, motels, lounges, and warehouses. The potential for a zoning change appears to be unlikely. A legally permissible use that is also physically possible would be an office or warehouse use. Such uses are considered to be financially feasible based upon the size and physical characteristics, the zoning, the neighborhood conditions, and the location of the subject parcel. Thus, the maximally productive and highest and best use of the subject site as though it were vacant would be an office or warehouse use.

However, based upon current market conditions, it is concluded that a near-term hold until such time that demand within the local market increases to justify development of the parcel with these uses is reasonable. It is anticipated that such uses will become financially feasible after this interim period based upon the size and physical characteristics, the zoning of the subject parcel, and the subject neighborhood conditions. Thus, the maximally productive and highest and best use of the subject site as if vacant is a near-term hold with eventual office or warehouse use.

Highest and best use as improved. Neither demolition of the existing improvements and redevelopment of the subject site nor modification of the existing improvements would result in a higher return to the land than is currently being achieved. The existing office/warehouse facility is therefore concluded to be the highest and best use of the property as improved.

SUMMARY OF SALES COMPARISON APPROACH:

A summary of the data pertaining to improved sales considered to be similar to the subject is presented below. It should be noted that the search for comparables was extended back to 2007 given the lack of recent sales of similar office/warehouse properties in the local area.

<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
5033	2210 West Town Street	03/31/08	\$215,000	10,771	\$19.96
4895	2324 Martin Luther King Drive	02/02/07	\$34,900	1,157	\$30.16
5403	1009 West Government Street	03/21/08	\$59,900	1,982	\$30.22
5078	10 South Third Street	10/01/08	\$400,000/ \$290,000*	8,544	\$33.94*

* Effective sales price of real estate, when deducting the reported value contribution from the equipment and furnishings included in this transaction.

The above building sales represent properties considered generally comparable to the subject. The office/warehouse facilities range broadly in size from 1,157 to 10,771 square feet, which is fairly reflective of the size of the subject building. All are located throughout the general Pensacola area. The effective building ages range from approximately 25 to 40 years, which is fairly similar to that of the subject. The above comparables range broadly in effective price from \$34,900 to \$290,000. Before adjustments, these comparables indicate an effective unit price range of \$19.96 to \$33.94 per square foot of building area, including the land and site improvement contribution.

After necessary price adjustments are made for such dissimilarities as market conditions (time), location, size, condition, quality, and land-to-building ratio, when compared to the subject, the indicated value range for the subject is \$22.91 to \$26.88 per square foot. Based upon the overall characteristics of the subject property, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$25.00 per square foot of building area is estimated for this valuation. The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF VALUATION CONCLUSION

$$2,696 \text{ SQ. FT.} \quad \times \quad \$25.00/\text{SQ. FT.} \quad = \quad \$67,400$$

ROUNDED TO: \$67,000

The above total value estimate of \$67,000 is within the broad total effective sales price range of \$34,900 to \$290,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

s11-0118 grid

SUMMARY OF BUILDING SALES ADJUSTMENTS

	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	5033	4895	5403	5078
Total Sales Price	\$215,000	\$34,900	\$59,900	\$290,000
Square Feet	10,771	1,157	1,982	8,544
Price Per Square Foot	\$19.96	\$30.16	\$30.22	\$33.94
<u>Price Adjustments</u>				
Property Rights Conveyed	--	--	--	--
Conditions of Sale	--	--	--	--
Market Conditions (Time)	-15%	-20%	-15%	-12%
Cumulative Adjustments for Above Conditions	-15%	-20%	-15%	-12%
Adjusted Price Per Square Foot for Above Conditions	\$16.97	\$24.13	\$25.69	\$29.87
<u>Other Price Adjustments</u>				
Location	--	-5%	-10%	-10%
Age/Condition/Quality	10%	15%	--	-25%
Building Size	15%	-10%	-5%	10%
Land/Bldg. Ratio	10%	5%	10%	15%
Zoning	--	--	--	--
Other	--	--	--	--
Cumulative Adjustments	35%	5%	-5%	-10%
Adjusted Price Per Square Foot	\$22.91	\$25.34	\$24.40	\$26.88

RECONCILIATION AND VALUE CONCLUSION:

For this valuation, only the Sales Comparison was performed. In doing so, the market value of the fee simple title in the subject property, as of March 3, 2011, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$67,000. **As mentioned, this appraisal was prepared for the exclusive use of Escambia County Public Works Bureau.**

The property sales indicated that the exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been approximately 9 to 12 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is concluded to be approximately 9 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a plot plan, a site plan, a copy of an aerial photograph, a building sketch, legal descriptions, a comparable location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.
2. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.

18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **Escambia County Public Works Bureau** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
22. The appraiser certifies that he has no debt relationship with Escambia County Public Works Bureau
23. This valuation is contingent upon the assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
24. This valuation is contingent upon a current survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

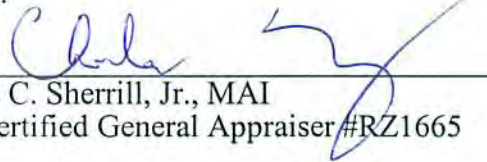
CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- The appraiser has neither prepared any appraisal nor performed any other real estate services involving the subject property in the three years preceding the effective date of this valuation. The appraiser concludes that he has no conflicts of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute. Furthermore, this appraisal report is invalid unless all signature pages have a blue-ink signature and an embossed seal of the appraiser.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", is written over a horizontal line. The signature is stylized and includes a large flourish at the end.

Charles C. Sherrill, Jr., MAI
State Certified General Appraiser #RZ1665

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property



Rear View of Subject Office/Warehouse Building

PHOTOGRAPHS OF SUBJECT PROPERTY

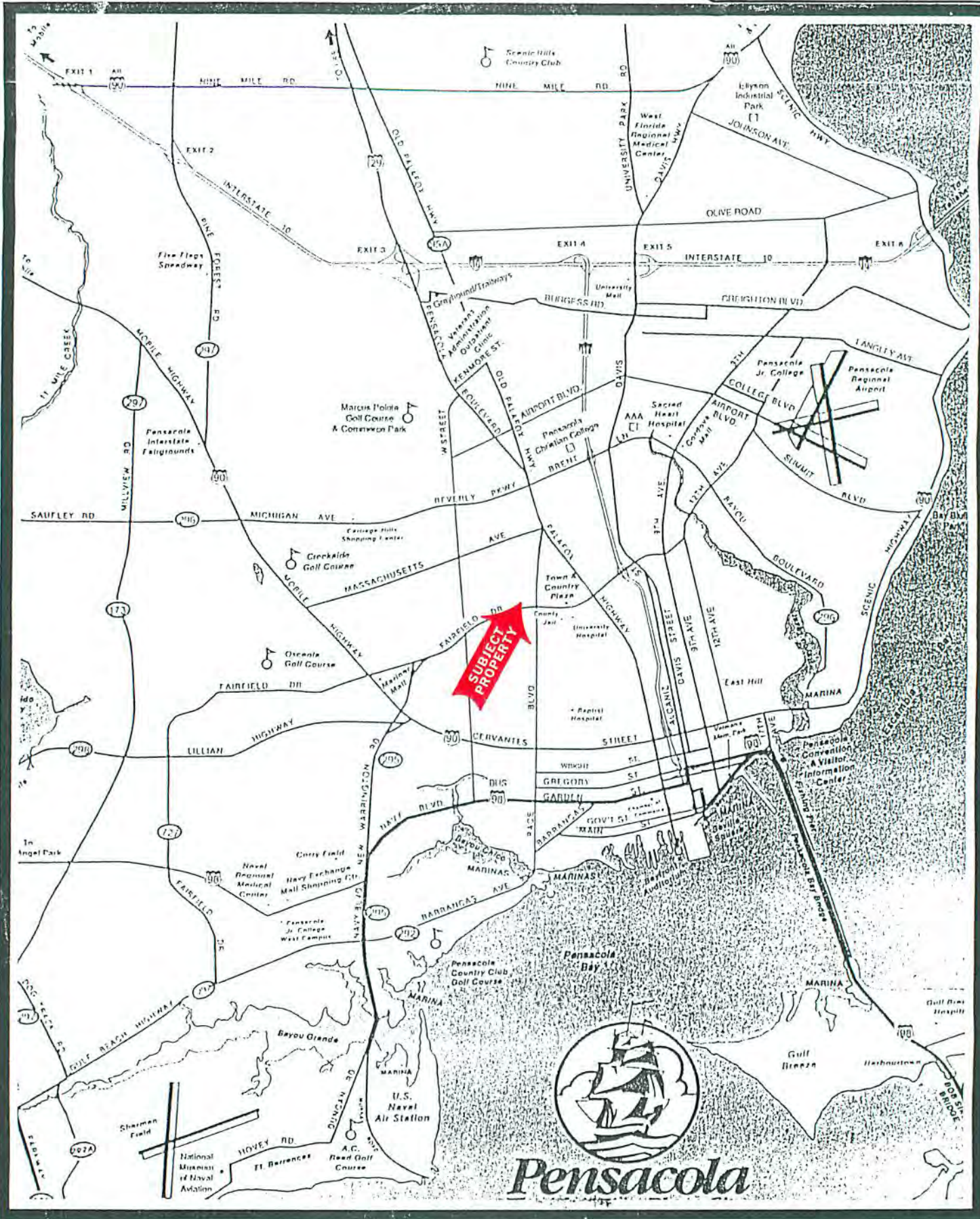


Interior View of Subject Building



Subject Street Scene From Delano Street

Location Map



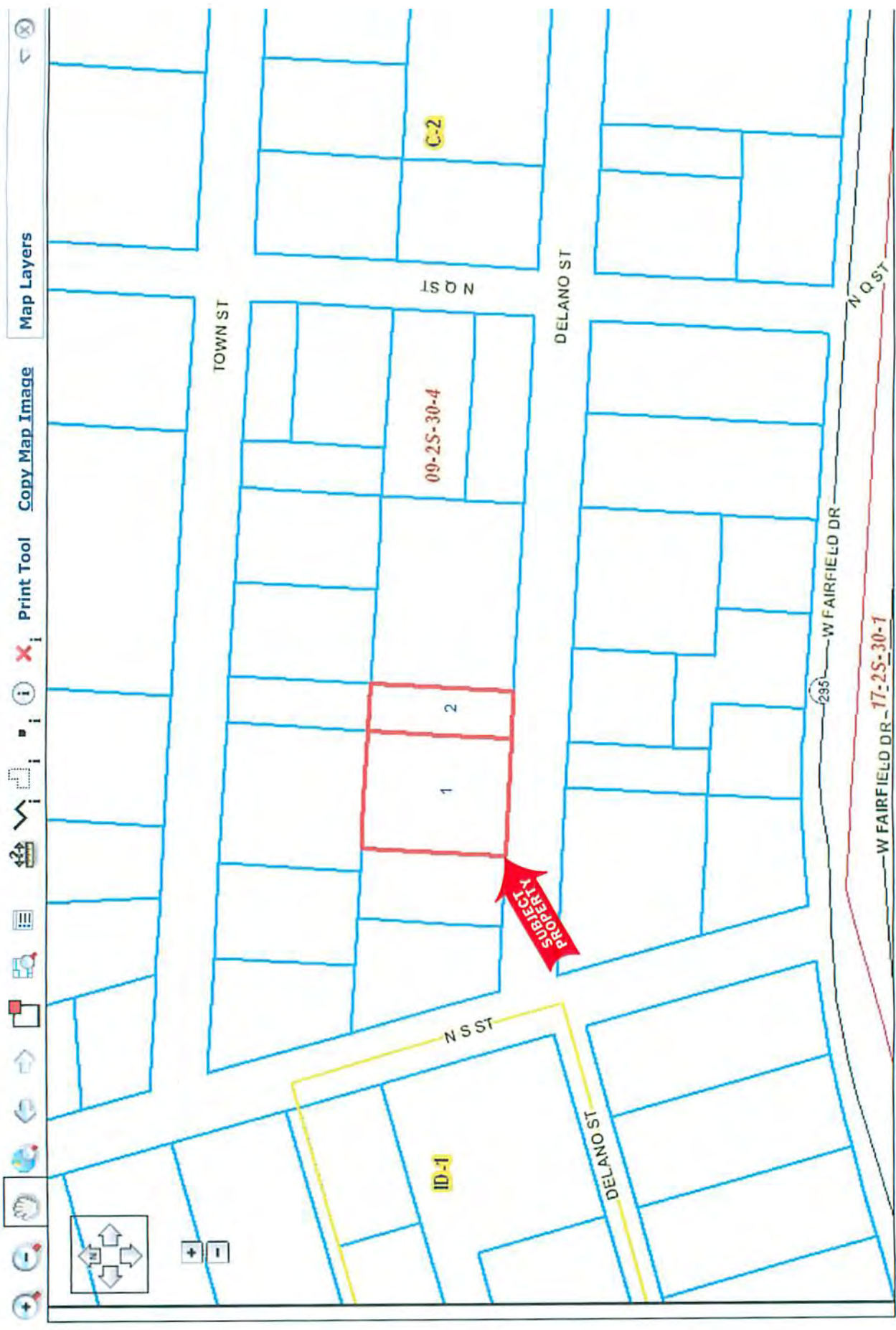
Location Map





Chris Jones
Escambia County
Property Appraiser

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





Chris Jones
Escambia County
Property Appraiser

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Map Layers

Copy Map Image

Print Tool

Map navigation icons: Home, Refresh, Back, Forward, Home, Print, Measure, Info, Full Screen, Close



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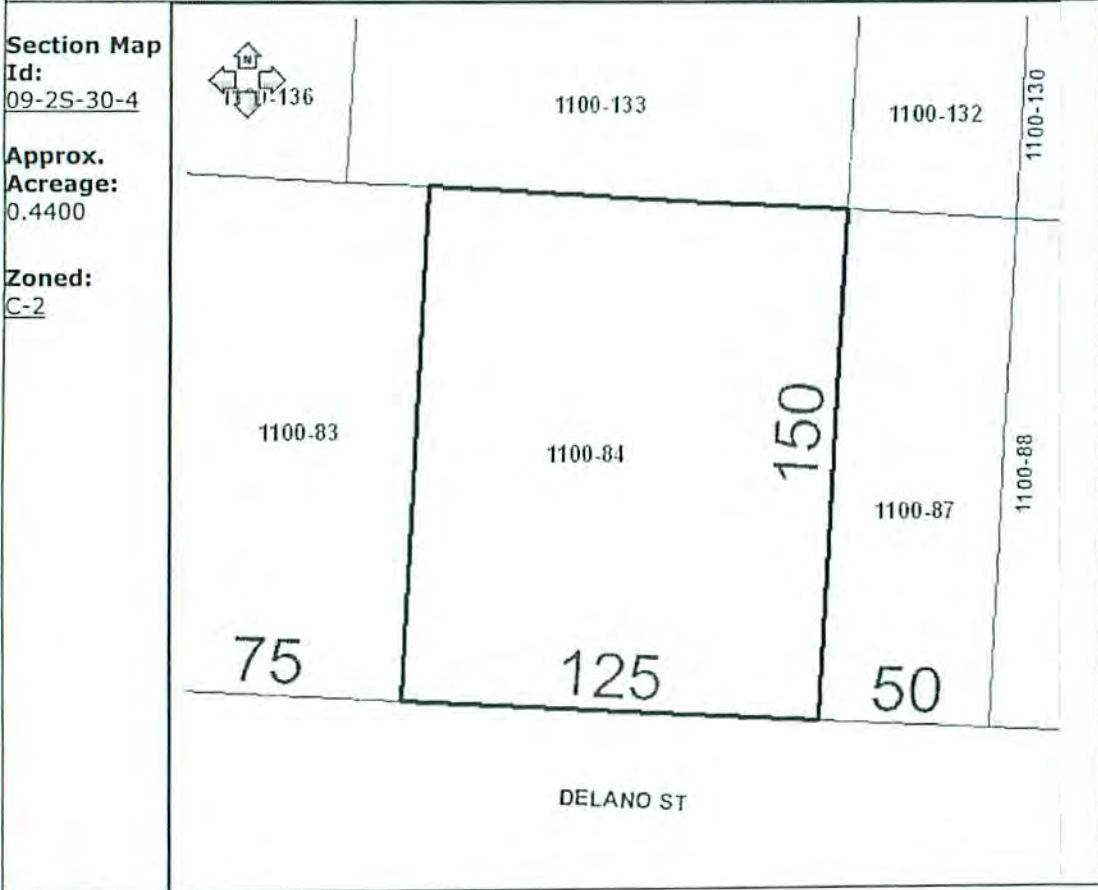
Source: Escambia County Property Appraiser

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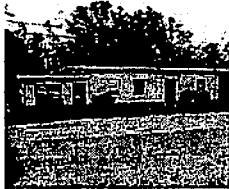
General Information Reference: 092S301100000084 Account: 052762000 Owners: C & L DISTRIBUTING CO INC Mail: 2420 DELANO ST PENSACOLA, FL 32505 Situs: 2420 W DELANO ST 32505 Use Code: WHOLESALE OUTLET Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	2010 Certified Roll Assessment Improvements: \$24,241 Land: \$14,540 <hr/> Total: \$38,781 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1978</td> <td>1263</td> <td>565</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>465</td> <td>865</td> <td>\$12,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1905</td> <td>1104</td> <td>907</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1978	1263	565	\$100	WD	View Instr	01/1969	465	865	\$12,500	WD	View Instr	01/1905	1104	907	\$100	WD	View Instr	2010 Certified Roll Exemptions None <hr/> Legal Description E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 1263 P 565 <hr/> Extra Features METAL BUILDING
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
01/1978	1263	565	\$100	WD	View Instr																				
01/1969	465	865	\$12,500	WD	View Instr																				
01/1905	1104	907	\$100	WD	View Instr																				

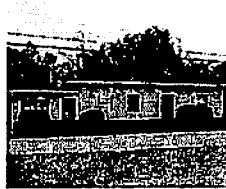
Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings	
Building 1 - Address: 2420 W DELANO ST, Year Built: 1959, Effective Year: 1959	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-CONCRETE BLOCK NO. PLUMBING FIXTURES-2.00 ROOF FRAMING-FLAT/SHED ROOF COVER-ROLLED ROOFING INTERIOR WALL-UNFINISHED FLOOR COVER-CONCRETE-FINISH NO. STORIES-1.00 DECOR/MILLWORK-AVERAGE HEAT/AIR-NONE STRUCTURAL FRAME-WOOD FRAME	
Areas - 2580 Total SF BASE AREA - 2160 OFFICE AVG - 420	
2.646	
Images	



08/10/06

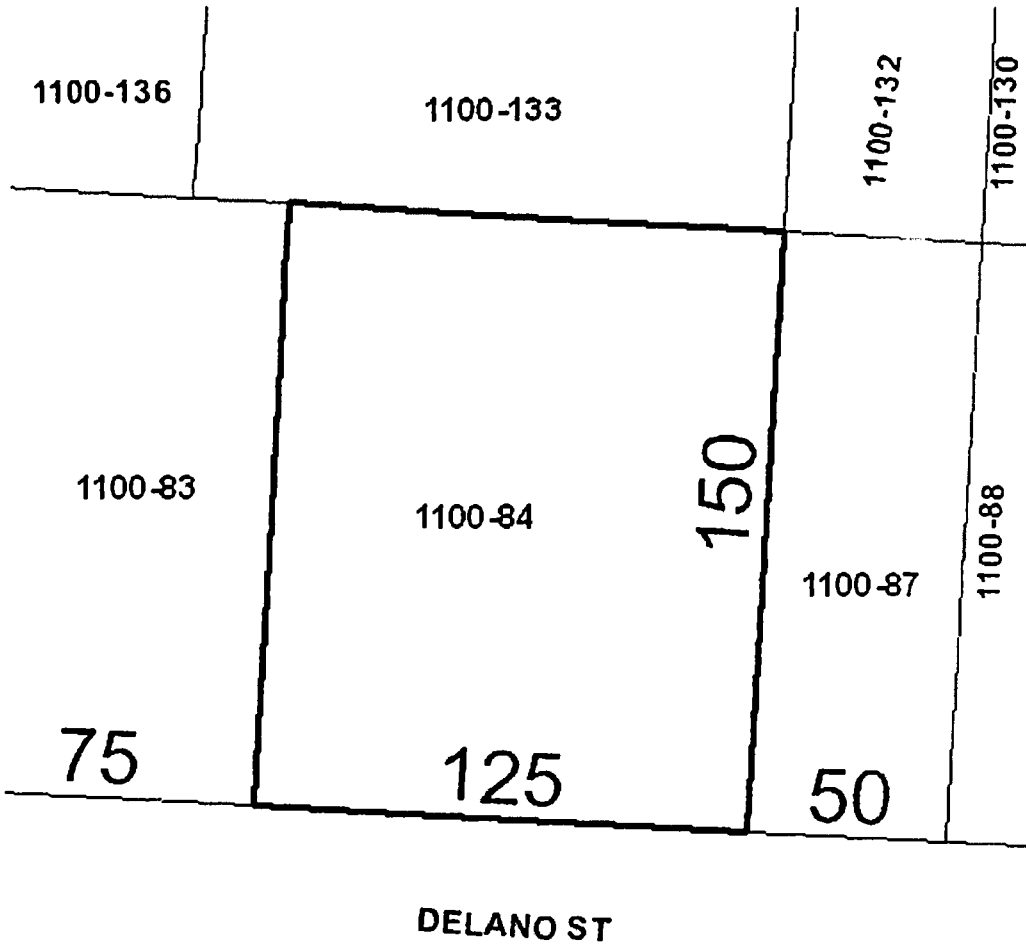


05/29/07



02/13/08

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



Escambia County Tax Collector

generated on 2/24/2011 3:11:22 PM CST

Tax Record

Last Update: 2/24/2011 3:11:21 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
05-2762-000		REAL ESTATE		2010	
Mailing Address			Property Address		
C & L DISTRIBUTING CO INC 2420 DELANO ST PENSACOLA FL 32505			2420 W DELANO ST GEO Number 092S30-1100-000-084		
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
<u>Legal Description (click for full description)</u>					
092S30-1100-000-084 2420 W DELANO ST E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 1263 P 565					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	38,781	0	\$38,781	\$270.52
PUBLIC SCHOOLS					
By Local Board	2.2290	38,781	0	\$38,781	\$86.44
By State Law	5.6310	38,781	0	\$38,781	\$218.38
SHERIFF	0.6850	38,781	0	\$38,781	\$26.56
WATER MANAGEMENT	0.0450	38,781	0	\$38,781	\$1.75
Total Millage		15.5655	Total Taxes		\$603.65
Non-Ad Valorem Assessments					
Code	Levyng Authority				Amount
NFP	FIRE (CALL 595-4960)				\$87.72
Total Assessments					\$87.72
Taxes & Assessments					\$691.37
If Paid By				Amount Due	
				\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2010	PAYMENT	221122.0001	2010	\$663.72

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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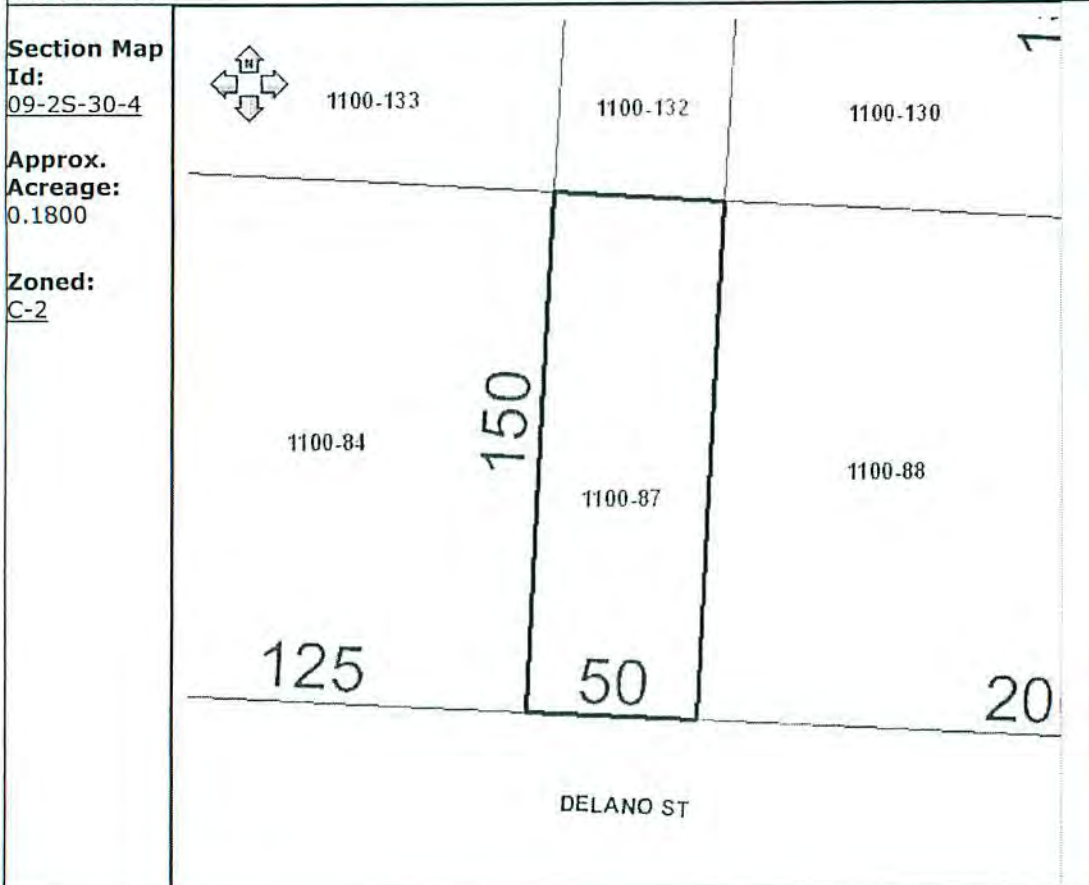
Source: Escambia County Property Appraiser

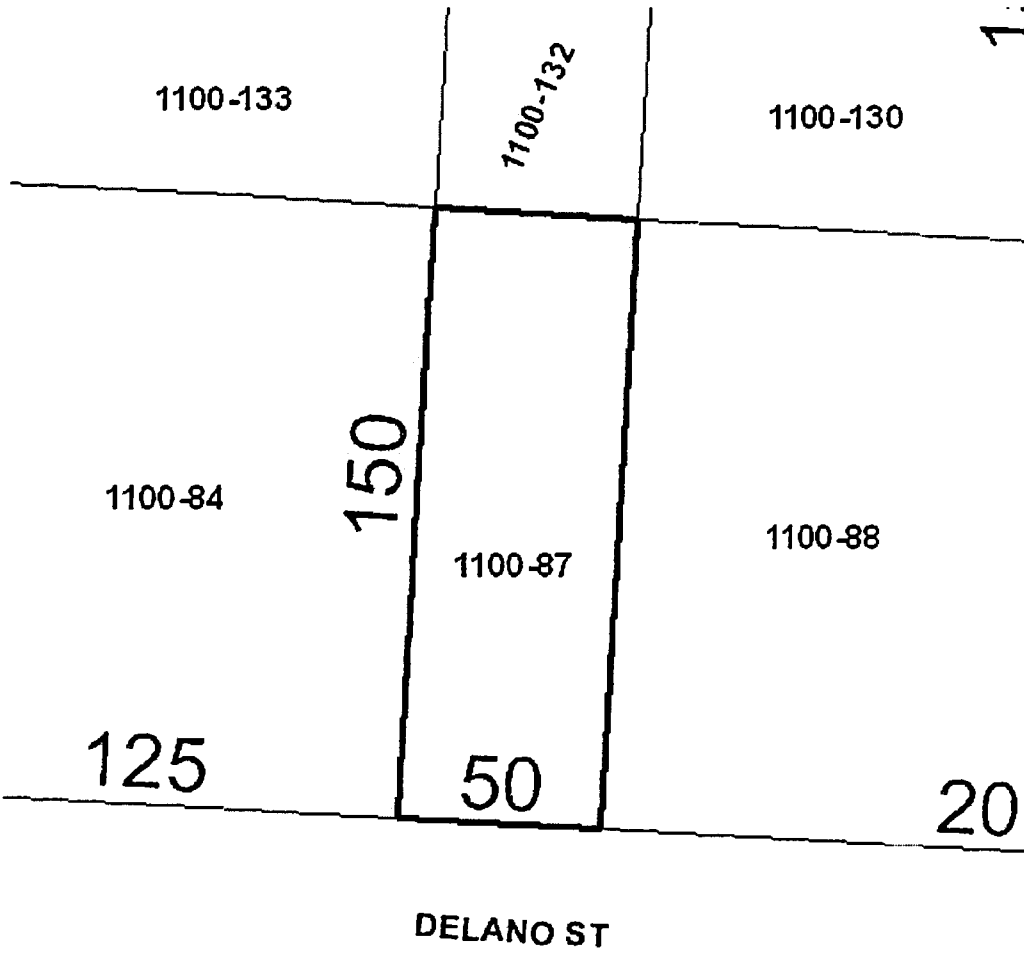
[Restore Full Page Version](#)

General Information Reference: 092S301100000087 Account: 052763000 Owners: C & L DISTRIBUTING CO INC Mail: 2420 W DELANO ST PENSACOLA, FL 32505 Situs: DELANO ST 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	2010 Certified Roll Assessment Improvements: \$0 Land: \$5,065 <hr/> Total: \$5,065 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1976</td> <td>967</td> <td>804</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>1030</td> <td>755</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1976	967	804	\$100	WD	View Instr	01/1976	1030	755	\$100	WD	View Instr	2010 Certified Roll Exemptions None <hr/> Legal Description LT 87 OR 2146 P 427 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1976	967	804	\$100	WD	View Instr														
01/1976	1030	755	\$100	WD	View Instr														

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





Tax Record

Last Update: 2/24/2011 3:15:51 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

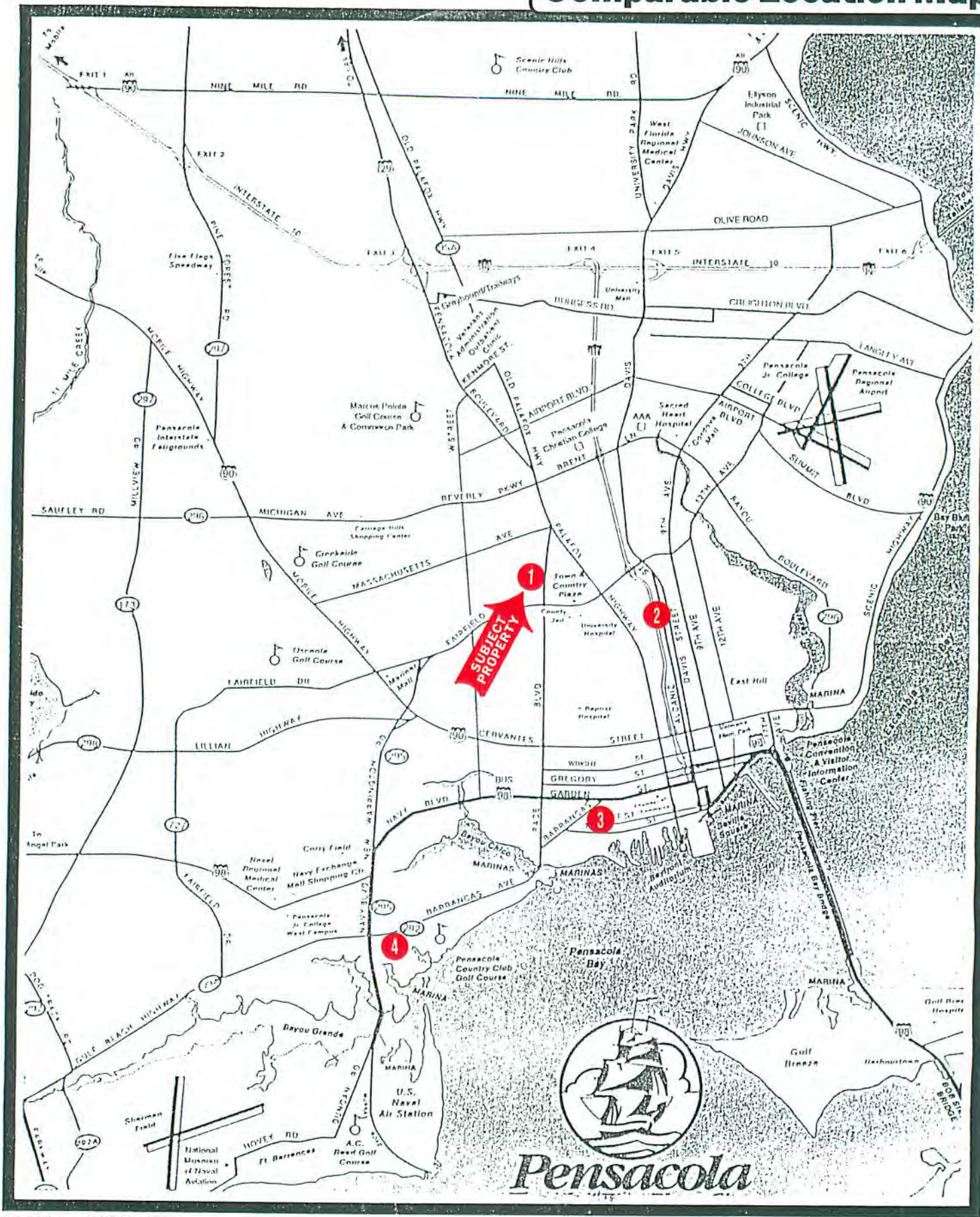
Account Number	Tax Type	Tax Year			
05-2763-000	REAL ESTATE	2010			
Mailing Address C & L DISTRIBUTING CO INC 2420 W DELANO ST PENSACOLA FL 32505		Property Address 0 DELANO ST GEO Number 092S30-1100-000-087			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	06				
<u>Legal Description (click for full description)</u>					
092S30-1100-000-087 0 DELANO ST LT 87 OR 2146 P 427 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Exemption Value	Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	5,065	0	\$5,065	\$35.33
PUBLIC SCHOOLS					
By Local Board	2.2290	5,065	0	\$5,065	\$11.29
By State Law	5.6310	5,065	0	\$5,065	\$28.52
SHERIFF	0.6850	5,065	0	\$5,065	\$3.47
WATER MANAGEMENT	0.0450	5,065	0	\$5,065	\$0.23
Total Millage		15.5655	Total Taxes		\$78.84
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$9.88
Total Assessments					\$9.88
Taxes & Assessments					\$88.72
If Paid By				Amount Due	
				\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
12/30/2010	PAYMENT	246247.0001	2010	\$86.06

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Comparable Location Map



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: Vice President
OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Post Office Box 1671
Pensacola, Florida 32591-1671
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

- Eminent Domain and Condemnation (2009)
- Uniform Standards of Professional Appraisal Practice (2006/2009)
- Business Practices and Ethics (2006/2009)
- Analyzing Operating Expenses (2001/2008)
- Appraising from Blueprints and Specifications (2008)
- Feasibility, Market Value, and Investment Timing (2005)
- Analyzing Distressed Real Estate (2004)
- Hotel/Motel Valuation (2004)
- Effective Appraisal Report Writing (2003)
- FHA Homebuyer Protection Plan and The Appraisal Process (1999)
- Standards of Professional Practice - Part C (1998)
- Standards of Professional Practice - Part A (1987/1995/1997)
- Fair Lending and the Appraiser (1996)
- Appraisal of Retail Properties (1995)
- Standards of Professional Practice - Part B (1987/1994)
- Understanding Limited Appraisals and General Reporting Options - General (1994)
- Accrued Depreciation (1994)
- Depreciation Analysis (1993)
- Rates, Ratios, and Reasonableness (1992)
- Comprehensive Appraisal Workshop (1991)
- Real Estate Risk Analysis (1987)

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

Florida Appraiser Supervisor/Trainee Rules (2008/2010)
 Income Capitalization Approach (2007)
 Neighborhood Analysis (2006/2010)
 Communicating The Appraisal (2006/2010)
 Appraisal Principles (2006/2010)
 Sales Comparison Approach (2006/2010)
 Real Estate, Mortgages, and Law (2006)
 Florida Appraisal Laws and Regulations (2004/2005/2008/2010)
 Appraiser Liability (2002)
 Appraising the Appraiser (2000)
 USPAP/Law Update (1992/1994/1996/1997/1999/2001/2002/2004/2005/2010)

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness multiple times in the Circuit Courts of Escambia and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute
 Awarded the MAI designation by the Appraisal Institute in 1991
 Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)
 Member, Escambia County Value Adjustment Board (2008 – Present)
 Member, Pensacola Association of Realtors
 Member, Florida Association of Realtors
 Member, National Association of Realtors
 Member, Branch Banking and Trust Company Local Advisory Board of Directors

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
 Past Trustee, Pensacola Historical Society Foundation
 Member and Past Executive Committee Member, Pensacola Junior College Board of Governors
 Board Director and Executive Committee Member, Pensacola Sports Association
 Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors
 Member and Past Board Director & Executive Committee Member, Pensacola YMCA
 Graduate, Leadership Pensacola (Class of 1999)
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors
 Member, Pensacola Area Chamber of Commerce
 Past Member, Sertoma Club of Pensacola

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS**LISTING OF APPRAISER CLIENTS:****Mortgage Loan Purposes**

Aegon Realty Advisors Company	Hancock Bank
American Bank & Trust	Liberty Bank
Associates Financial Services	Metric Realty
Bank of America	Metropolitan Life Insurance Company
BBVA Compass	National Bank of Commerce (Alabama)
Beach Community Bank	Navy Federal Credit Union
Branch Banking & Trust (BB&T)	Pen Air Federal Credit Union
Canadian Imperial Bank of Commerce	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	People's First Community Bank
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	RBC Bank
Cumberland Bank (Kentucky)	Regions Bank
Dollar Bank	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Vanguard Bank & Trust Company
First Union National Bank	Whitney National Bank
Gulf Coast Community Bank	Wachovia Corporation
GulfSouth Private Bank	

Market Value Purposes

Aetna Realty Advisors	Florida Department of Transportation
Bank of Boston	Gulf American SBL, Inc.
Bank South N. A.	Lakeview Center
Baptist Health Care Corp.	Lasalle Realty Advisors
Barnett Banks, Inc.	PHH Relocation and Real Estate
Barnett Bank Trust Company N. A.	Pensacola Area Chamber of Commerce
Catholic Church Diocese	Pensacola Historical Society
Chicago Title Company	Pensacola Junior College
Citicorp Real Estate	Pensacola Preservation Board (State of Florida)
City of Fort Walton Beach	Port of Pensacola
City of Milton	Presbytery of Florida
City of Pensacola	Recoll Management Corporation Insurance Co.
Dusco Property Management	Sacred Heart Hospital
Episcopal Church Diocese	Saltmarsh, Cleaveland & Gund
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SouthTrust Bank of Alabama, N.A.
Escambia County Utilities Authority	Various Estates, Attorney's, Accountants, Insurance
Fairfield Communities, Inc.	Companies, Churches, & Property Owners
Federal Aviation Administration	Waterfront Rescue Mission
Federal Deposit Insurance Corporation	Wachovia Settlement Services, LLC
First Alabama Bank	WSRE Television
First National Bank of Georgia	
Fisher Brown Insurance Company (Cost Analysis)	
Ford Motor Company	

C & L DISTRIBUTING CO., INC., PROPERTY @ 2420 DELANO STREET



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 04/10/11 DISTRICT 3



TWO PARCELS OWNED BY C & L DISTRIBUTING CO., INC., / TOTALING APPROX. 0.62 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1517

County Administrator's Report Item #: 11. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Americans with Disabilities Act (ADA) Related Concrete Construction Work for Parks and Recreation Department

From: Michael Rhodes

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Christopher C. Bargaineer Concrete Construction, Inc., for ADA (Americans with Disabilities Act) Related Concrete Work Associated with County Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board authorize the issuance of a Purchase Order to Christopher C. Bargaineer Concrete Construction, Inc., for a not-to-exceed amount of \$80,000, to provide concrete construction work for County Parks and Recreation, as required to meet the Americans with Disabilities Act (ADA) requirements. This action will finance completion of accessibility improvements to various County park facilities in order to comply with the requirements of the ADA. Three quotes were received from qualified concrete/masonry contractors for completion of concrete flat work (sidewalks, parking pads, etc.) on a per unit basis. The lowest per unit cost was submitted by Christopher C. Bargaineer Concrete Construction, Inc., at a unit price of \$3.75 per square foot. Work will be assigned to the awarded contractor by Parks and Recreation personnel on a project-by-project basis, with the aggregate not to exceed \$80,000.

[Funding Source: Grant: Fund 129/2010 CDBG, "Activity: ADA Improvements to County Facilities", Cost Center 220435; Object Code 56301]

BACKGROUND:

Escambia County Parks and Recreation Department must comply with ADA requirements by installing sidewalks and other accessibility aids. This action will finance completion of accessibility improvements to various County park facilities in order to comply with the requirements of the ADA. Three quotes were received from qualified concrete/masonry contractors for completion of concrete flat work (sidewalks, parking pads, etc.) on a per unit basis. The lowest per unit cost was submitted by Christopher C. Bargaineer Concrete Construction, Inc. at a unit price of \$3.75 per square foot. Work will be assigned to the awarded contractor by Parks and Recreation personnel on a project-by-project basis, with the aggregate not to exceed \$80,000.

BUDGETARY IMPACT:

Funding for this project is available in Grant: 2010 CDBG "Activity: ADA Improvements to County Facilities", Cost Center 220435; Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

Attachments

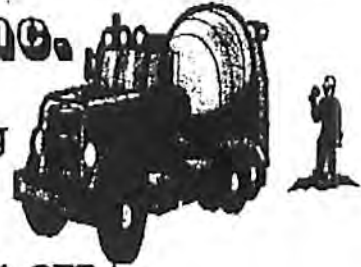
Quotes ADA Req
Bargaineer

Chris Bargaineer Concrete Construction, Inc.

Forming * Placing * Finishing

6550 Bud Johnson Road
Pensacola, FL 32505

Cell: (850) 393-3056 * Office: (850) 474-9754



607-2611

Fax-607-2612

Quotation

Quote #
Date:
Customer ID:
Customer Name:

Customer Name: *Escambia County Parks+Rec*
Address: *9 mile rd*
Phone No.: *PENSACOLA FL 32514*

Your #	Our #	Sales Contact	Terms	Tax ID

Item	Quantity	Description	Unit Price	Disc %	Total
		<i>4" Flat work</i>	<i>3.75</i>	<i>5%</i>	
		<u>Includes:</u>			
		<i>form-up</i>			
		<i>place</i>			
		<i>finish</i>			
		<i>sub grade</i>			

Concrete and all other materials
Supplied by:
Chris Bargaineer Concrete Construction
[Unless otherwise specified]

Shipping	
Subtotal	
Tax %	
Total	





JAMES MALLORY CONTRACTOR INC.

6756 CEDAR RIDGE CIRCLE
MILTON, FL 32570

Phone # 850-525-2149

jmallory@jmallorycontractorinc.com

Fax # 850-626-7318

www.JMalloryContractorInc.com

Estimate

Date	Estimate #
9/15/2011	13

Name / Address
Parks & Recreation Department 1651 East Nine Mile Road 850-475-5220 850-475-5224 Pensacola, FL 32534

Project

Description	Qty	U/M	Rate	Total
Parking Pads & Side Walks Bid: 4.83 Square Foot.	1	sqft	4.83	4.83

Thank you for your business.

Total

\$4.83

1320 West Gregory Street
Pensacola, Florida 32502
Phone: 850-497-6462
Fax: 850-497-6705

September 16, 2011

Mr. Kenny Shelby

Escambia County Parks

Mays Construction submits the following quote to pour sidewalks and slabs at locations designated by staff for Escambia County Parks.

1. Place form boards, compact soil, pour side walk, broom finish, remove form board, excavate necessary soil, clean up debris,

Total Price Labor and Materials \$6.95 per square ft.

Sincerely



Lumon May

Mays Construction



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Entity Name Search

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No Name History

Detail by Entity Name

Florida Profit Corporation

CHRISTOPHER C. BARGAINEER CONCRETE CONSTRUCTION INC

Filing Information

Document Number P03000149612
FEI/EIN Number 593752570
Date Filed 12/10/2003
State FL
Status ACTIVE
Effective Date 01/01/2004
Last Event CANCEL ADM DISS/REV
Event Date Filed 07/16/2009
Event Effective Date NONE

Principal Address

6550 BUD JOHNSON RD
PENSACOLA FL 32505 US

Mailing Address

6550 BUD JOHNSON RD
PENSACOLA FL 32505 US

Registered Agent Name & Address

BARGAINEER, CHRISTOPHER C PRESIDE
 6550 BUD JOHNSON RD
 PENSACOLA FL 32505 US

Name Changed: 04/30/2010
 Address Changed: 04/30/2011

Officer/Director Detail

Name & Address

Title P
 BARGAINEER, CHRISTOPHER C
 6550 BUD JOHNSON RD
 PENSACOLA FL 32505 US

Title VP
 BARGAINEER, RUSSELL
 1115 CONTINENTAL DRIVE
 PENSACOLA FL 32506 US

Title VP

BARGAINEER, DEWAYNE
6590 BUD JOHNSON RD
PENSACOLA FL 32505 US

Annual Reports

Report Year Filed Date

2009	07/16/2009
2010	04/30/2010
2011	04/30/2011

Document Images

04/30/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
07/16/2009 -- REINSTATEMENT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
07/06/2006 -- ANNUAL REPORT	View image in PDF format
09/09/2005 -- ANNUAL REPORT	View image in PDF format
12/12/2003 -- Domestic Profit	View image in PDF format

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1468

County Administrator's Report Item #: 11. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three parcels of real property, located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.:

A. Authorize staff to make an offer to Parker Custom Built Homes, Inc., to purchase three parcels of real property (totaling approximately 1.05 acres) for \$85,000, which is \$10,000 above the appraised amount of \$75,000; and

B. Approve requiring the owners to accept any offer authorized by the Board within 30 days from the date of this Board action and pay closing costs of documentary stamps.

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455]

Meeting in regular session on September 17, 2009, the Board approved the Recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems.

BACKGROUND:

Meeting in regular session on September 17, 2009, the Board approved the recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems. The County recently acquired three lots in this area to facilitate a stormwater attenuation plan. An engineering study by Hammond Engineering, Inc., indicated that a drainage improvement project using these recently acquired lots would be an improvement to the existing system. However, the system would still not meet current North West Florida Water Management District (NFWMD) or Escambia County Land Development Code requirements for a new system. The proposed system could be permitted as a retro-fit to an existing system, but would provide a

less than desirable drainage improvement to the area and downstream receiving waters. If the County were to purchase these three additional lots from Parker Custom Built Homes, Inc., we would have the area required to design/construct a system which would meet current NFWMD Water Quality Requirements and current Escambia County stormwater attenuation requirements. This system would provide 1" of treatment for the 40+ acre contributing basin and attenuate runoff from a 25-year storm, which would result in substantial drainage improvement to the area and to downstream receiving waters. Although the County design requires just two of the lots, the owner was only willing to sell all three lots. The County could use the two lots required for the project, then possibly surplus and sell the third lot.

Staff had an appraisal performed by Brantley & Associates, dated April 28, 2011, which placed a total value of \$75,000 for the three parcels which consist of approximately 0.35 acres each, for a total acreage of 1.05 acres. The property owner indicated to staff that he originally paid \$99,000 in January 2006 for the three lots, and that due to a considerable outstanding mortgage, his selling price was \$93,000. Staff discussed with the owner the Board's reluctance to pay above appraised value and that Staff could not support recommending the Board make the offer for \$93,000. The owner has countered with an offer to sell for \$85,000, which is \$10,000 above appraised value. The owner has firmly indicated that \$85,000 is the lowest selling price. Based on the information provided by the engineering study, staff is requesting that the Board approve making an offer of \$85,000 for the three parcels. Any offer approved by the Board shall include that the property owner will be responsible for the payment of closing costs, to include but not limited to payment of documentary stamps, and that the owners respond within 30 days from the date of the offer. Staff is requesting Board authorization, which requires at least a super majority vote (4-1), to proceed with this acquisition.

BUDGETARY IMPACT:

Funds for this project are available in Fund 351, LOST II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Parcel 1

Parcel 2

Parcel 3

Appraisal

Eng Study

Map

PARCEL # 1

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	211N303500004002
Account:	110565315
Owners:	PARKER CUSTOM BUILT HOMES INC
Mail:	2711 STALLION RD CANTONMENT, FL 32533
Situs:	1728 W TEN MILE RD 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$23,750
Total:	\$23,750
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2006	5818	87	\$99,000	WD	View Instr
12/2005	5813	390	\$102,500	WD	View Instr
12/2004	5552	1131	\$63,400	WD	View Instr
07/1987	2434	152	\$15,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
Legal Description	
LT 4 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87	
Extra Features	
None	

Parcel Information

[Restore Map](#)

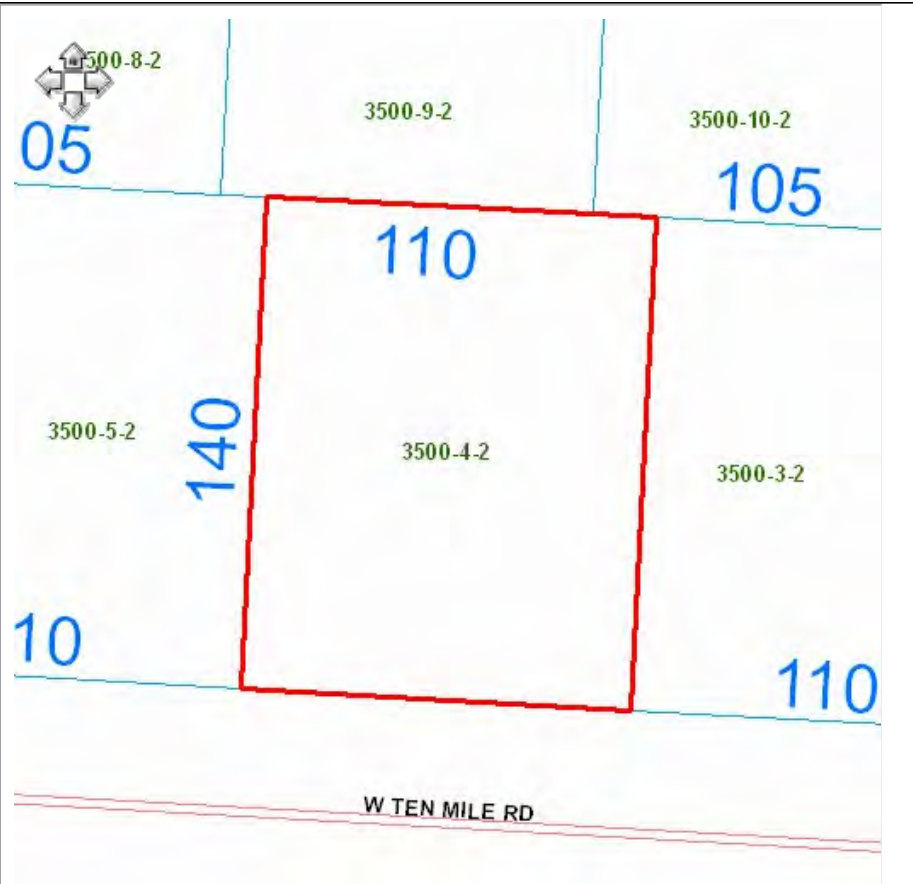
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[21-1N-30-2](#)

Approx. Acreage:
0.3500

Zoned:
[V-3](#)



PARCEL # 2

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	211N303500003002
Account:	110565310
Owners:	PARKER CUSTOM BUILT HOMES INC
Mail:	2711 STALLION RD CANTONMENT, FL 32533
Situs:	1738 W TEN MILE RD 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$23,750
Total:	\$23,750
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2006	5818	87	\$99,000	WD	View Instr
12/2005	5813	390	\$102,500	WD	View Instr
12/2004	5552	1131	\$63,400	WD	View Instr
07/1987	2434	154	\$15,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions
None
Legal Description
LT 3 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87
Extra Features
None

Parcel Information

[Restore Map](#)

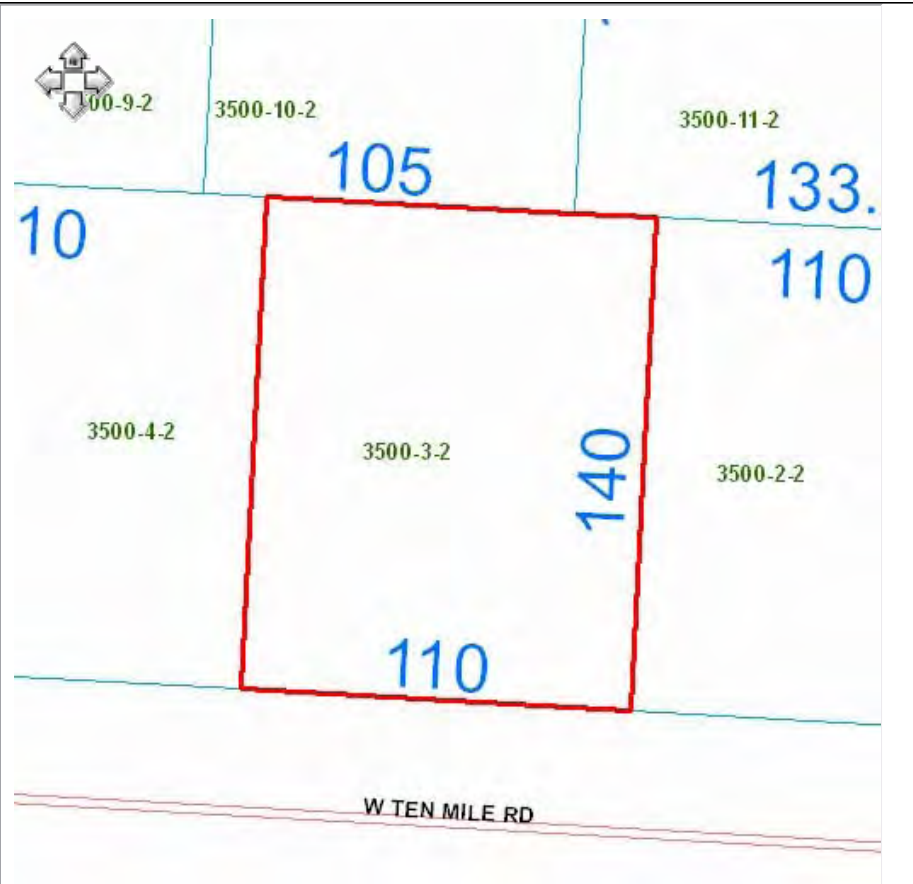
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[21-1N-30-2](#)

Approx. Acreage:
0.3500

Zoned:
[V-3](#)



PARCEL # 3

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	211N303500002002
Account:	110565305
Owners:	PARKER CUSTOM BUILT HOMES INC
Mail:	2711 STALLION RD CANTONMENT, FL 32533
Situs:	1748 W TEN MILE RD 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$23,750
Total:	\$23,750
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2006	5818	87	\$99,000	WD	View Instr
12/2005	5813	390	\$102,500	WD	View Instr
12/2004	5552	1131	\$63,400	WD	View Instr
07/1987	2434	153	\$15,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
Legal Description	
LT 2 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87	
Extra Features	
None	

Parcel Information

[Restore Map](#)

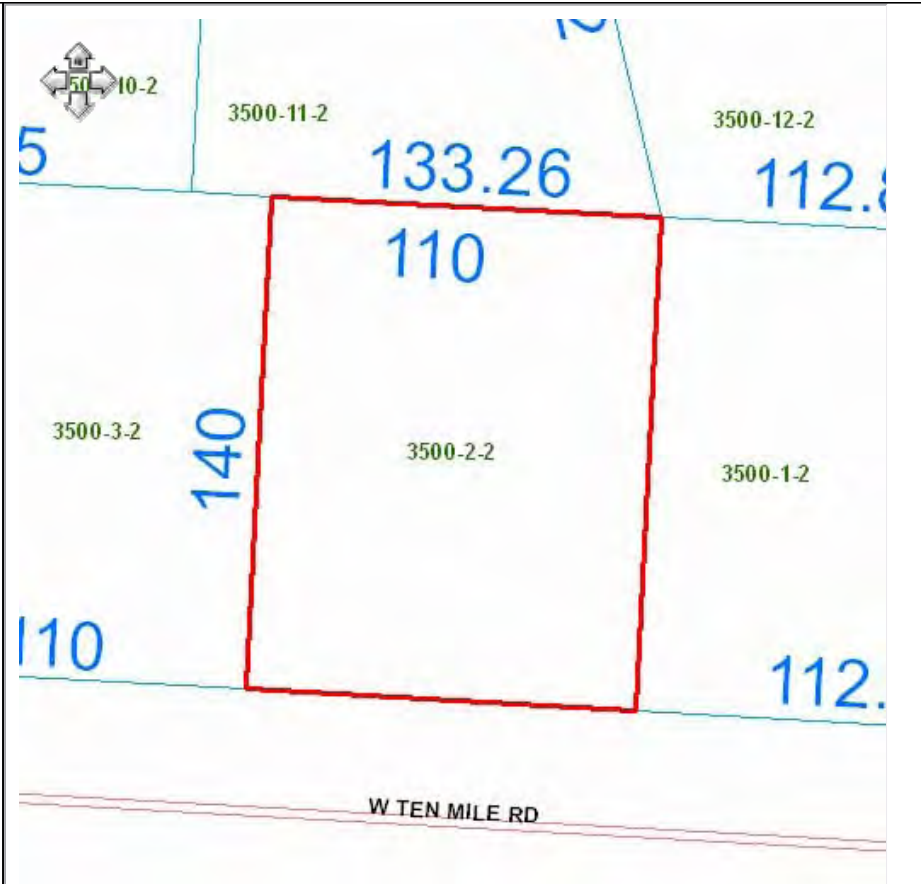
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[21-1N-30-2](#)

Approx. Acreage:
0.3500

Zoned:
[V-3](#)



SUMMARY APPRAISAL REPORT

**3 VACANT RESIDENTIAL LOTS WITHIN
BROOKHOLLOW SUBDIVISION**

**LOCATED ALONG WEST TEN MILE ROAD
IN CANTONMENT, ESCAMBIA COUNTY, FLORIDA**

AS OF APRIL 28, 2011

B&A File: VR11DS6531-12



PREPARED FOR
**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, 2ND FLOOR
PENSACOLA, FLORIDA 32591-1591**

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

May 3, 2011

Larry Goodwin
Board of County Commissioners
Escambia County Florida
213 Palafox Place, 2nd Floor
Pensacola, Florida 32591

Re: Summary Appraisal Report of 3 Vacant Residential Lots within Brookhollow residential subdivision in Cantonment, Escambia County, Florida. B&A File: VR11DS6531-12

Dear Mr. Goodwin:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the market value of the subject property as of a current date.

Our valuation of the subject property consists of three vacant residential lots within the Brookhollow subdivision, which is located in Cantonment, Escambia County, Florida.

The property rights appraised are the fee simple estate. Based on our investigation and our analysis of the information gathered, our opinion of the market value of the subject property, as of April 28, 2011, is:

FINAL VALUE OPINION
SEVENTY-FIVE THOUSAND DOLLARS
\$75,000

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

May 3, 2011

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida # RZ289



David C. Singleton
Registered Trainee Appraiser
Florida # RI23431

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION: 3 Vacant Residential Lots within Brookhollow subdivision in Cantonment, Florida.

LOCATION OF PROPERTY: The subject's 3 lots are located within the Brookhollow residential subdivision, along the north side of West Ten Mile Road in Cantonment, Escambia County, Florida.

OWNERSHIP: Parker Custom Built Homes Inc.
2711 Stallion Road
Cantonment, Florida 32533

PURPOSE OF APPRAISAL: To obtain an opinion of the market value of the subject property as of a current date.

PROPERTY RIGHTS APPRAISED: Fee Simple

LAST DATE OF INSPECTION: April 28, 2011

DATE OF VALUATION: April 28, 2011

DATE OF REPORT: May 3, 2011

ZONING: V-3, Villages Single Family Residential High Density (County Zoning)

FUTURE LAND USE: MU-S, Mixed Use

LAND AREA: 3 Lots, each 0.35 Acre

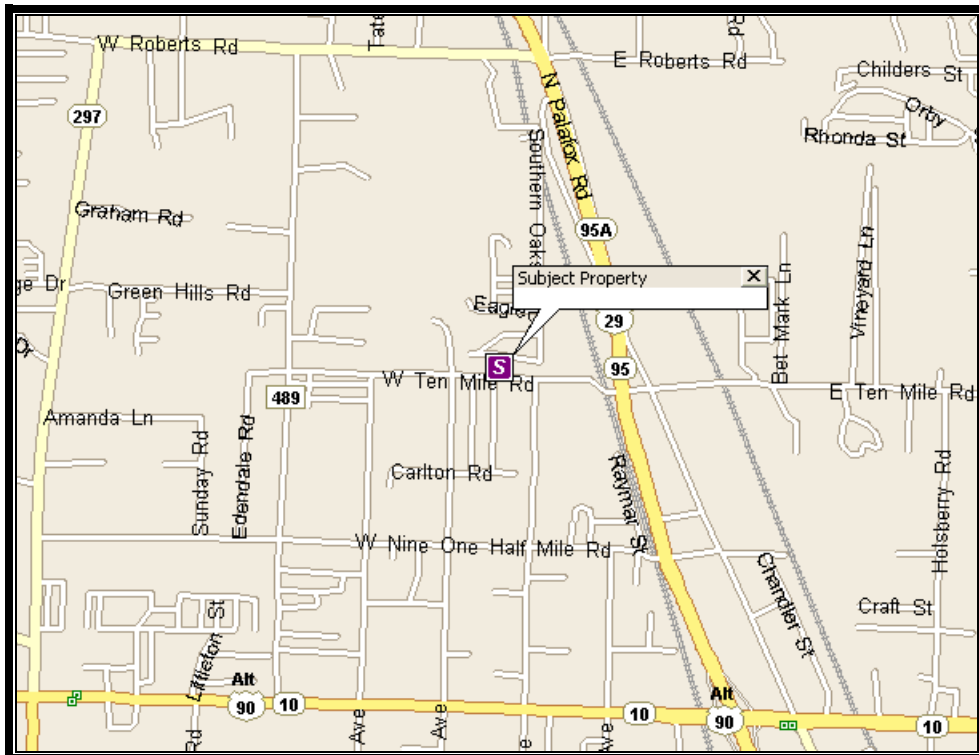
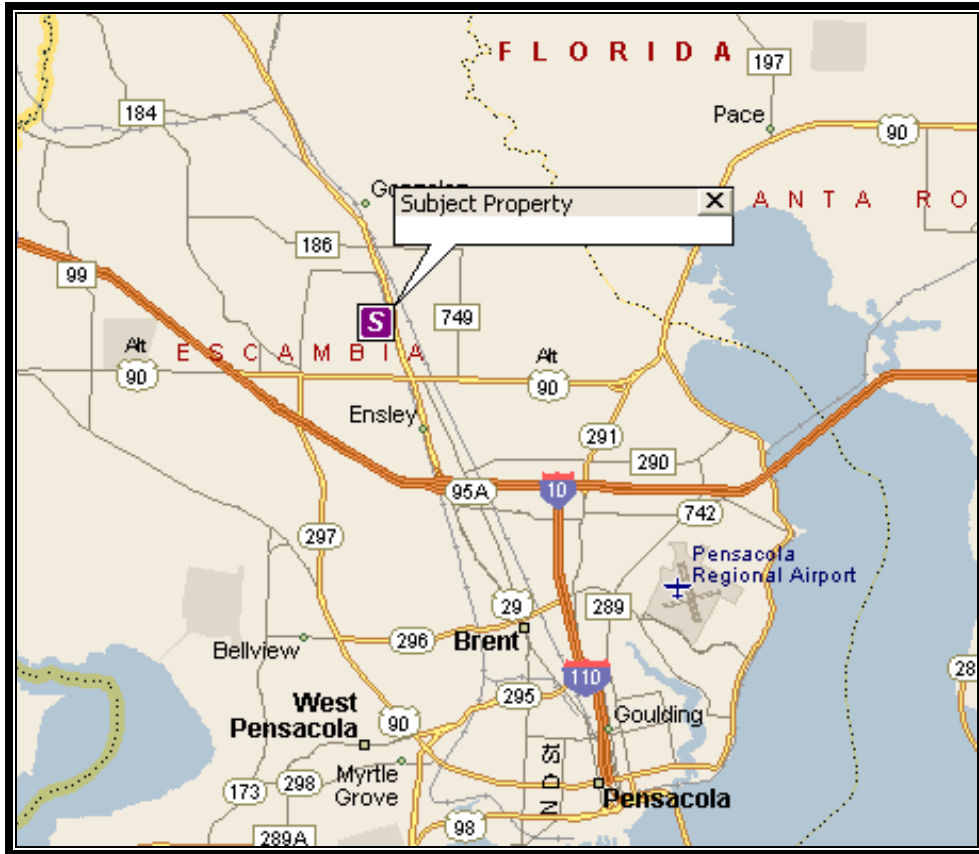
IMPROVEMENTS: None

HIGHEST AND BEST USE: Residential Development

VALUATIONS:

FINAL VALUE OPINION: \$75,000

LOCATION MAPS



COUNTY AERIAL ASSESSMENT MAP



PLAT MAP OF SUBJECT SUBDIVISION



SOIL SURVEY



(Location of subject property is only an estimate)

Symbol	Soil	Slope %	Drainage	Soil Material & Characteristics
26	Poarch sandy loam	5-8	Well-drained	This very deep, well-drained soil is on moderately sloping side slopes of ridges in the central and northern parts of the county. Moderate water capacity; moderately slow permeability; does not flood. Suited for cultivated crops, pasture use, growth of hay, slash, loblolly, and longleaf pines, and most urban and recreational uses.
54	Troup-Poarch complex	8-12	Somewhat excessive	Located on strongly sloping hillsides in Central and Northern Escambia County. The soil is found on shoulder slopes and upper side slopes. Has moderate water capacity, moderately slow water permeability and does not flood. Not suitable for cultivated crops, urban or recreational uses due to sandy texture and poor septic ability during wet periods. Suited to pasture use, growth of hay, and slash, loblolly and longleaf pines.

FLOOD MAP



According to the above FEMA Flood Map, the subject is within flood zone "X", which is an area of minimal flood probability

PHOTOGRAPHS OF SUBJECT PROPERTY



Lot 3, northern view, 04/28/2011



Lots 2, 3 and 4, northeastern view, 04/28/2011

PHOTOGRAPHS OF SUBJECT PROPERTY



West Ten Mile Road, subject lots on right, western view, 04/28/2011



West Ten Mile Road, subject lots on left, eastern view, 04/28/2011

LEGAL DESCRIPTION

A copy of the Brookhollow subdivision is recorded within the public records of Escambia County at Plat Book 10, Page 1. The subject lots to be appraised are the following lots as indicated within the Plat Map of Brookhollow: Lots 2, 3 and 4, Block B (total of 3 lots). A copy of the subdivision plat is included within the exhibits section presented earlier in this report. The legal description is also found in the Warranty Deed of the most recent transfer of the subject property. This deed is recorded in OR Book 5818, Page 87 in the Escambia County Florida public records and is included in the addenda of this report for the reader's review.

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding this appraisal will be used for assisting the client, the Escambia County Florida Board of Commissioners, in determining the market value of the subject property for a possible purchase transaction.

SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, Escambia County Property Appraiser, Escambia Planning and Zoning Department, Escambia County Public Records, Escambia County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data

base company). For this appraisal assignment, the subject property was identified to the best of our ability utilizing available information from the plat maps recorded at Plat Book 10, Page 1 in the public records of Escambia County.

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated / expanded as necessary in performing our appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. For this summary appraisal report, data collected during inspection of the subject property includes extensive observation and photographing. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to Escambia County, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

Research of comparables included residential lots within Escambia County in accordance with the highest and best use. The time period of our search included the present date back to January 2010. Data sources employed include discussions with city and county government officials, Escambia County Property Appraiser, Escambia County and City of Pensacola Planning and Zoning Departments, Escambia County

Public Records, Escambia County Tax Collector, GIS and aerial maps, Realtor Publications, Metro Market Trends, Multiple Listing Service, and local utility companies.

After considering our analysis of the data and utilizing the sales comparison a final opinion of the market value of the 3 subject lots was made. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The format used is a summary appraisal report.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

ZONING, LAND USE PLAN, AND CONCURRENCY

The subject property is subject to Escambia County jurisdiction and is within the V-3, Villages Single Family Residential High Density district. According to the Escambia County Land Development Code, the purpose of the V-3 district is:

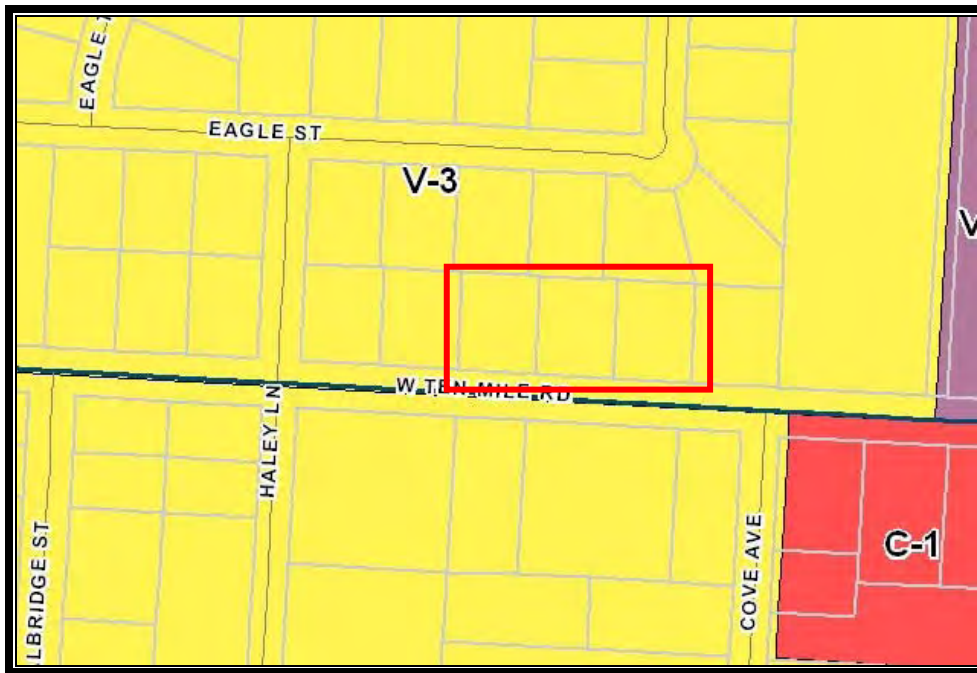
Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre.

A complete summation of allowable uses and pertinent development guidelines for the V-3 zoning district is included within the addenda of this report. Highlights are as follows:

Permitted Uses:

1. Single-family detached dwellings and their customary accessory structures.
2. Private marina.
3. Family day care homes and family foster homes.
4. Golf courses.
5. Country clubs and their customary accessory uses.
6. Places of worship.

CURRENT ZONING MAP



Future Land Use - The subject property is located within the MU-S future land use designation. This designation is consistent with the previously stated zoning classification.

FUTURE ZONING MAP



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

In summary, the subject property contains a total of 3 vacant residential lots within the Brookhollow residential subdivision. The plat map for the subject property is recorded at Plat Book 10, Page 1 of the Public Records of Escambia County.

Restrictions: No deed restrictions or subdivision covenants for Brookhollow subdivision could be found in the public records of Escambia County Florida.

ASSESSMENT AND TAXES

Each of the subject's 3 lots is assessed to Parker Custom Built Homes Inc., whose mailing address is listed as 2711 Stallion Road in Cantonment, Florida 32533. Below, we present the most recent year 2010 assessment and tax data for the subject's lots.

SUMMARY OF YEAR 2010 ASSESSMENTS AND TAXES FOR THE SUBJECT'S 3 LOTS				
PARCEL NUMBER	ASSESSMENT	LAND	IMPROVEMENTS	TAXES
211N303500002002	\$23,750	\$23,750	None	\$379.57
211N303500003002	\$23,750	\$23,750	None	\$379.57
211N303500004002	\$23,750	\$23,750	None	\$379.57
TOTALS	\$71,250	\$71,250	NONE	\$1,138.71

The 2010 assessment for the subject lots is \$23,750/lot or \$71,250 total. The 2010 tax liability for each lot is \$373.57 or a total of \$1,138.71. Compared to similar properties, the assessment and tax liability appears reasonable.

HISTORY OF PROPERTY

The subject's three lots have been under the current ownership since 2006 per public records. A warranty deed recorded in OR Book 5818, Page 87 indicates that Parker Custom Homes Inc. (grantee) purchased the three subject lots on January 10, 2006 for \$99,000 (\$33,000/lot) from Derrick Sammons and Todd Winans (grantors). This transaction occurred some five years ago near the height of the market, thus, we do not give it consideration in this analysis. This deed is included in the addenda of this report for the reader's review. The date of the development of the subdivision is unknown; however, the date on the subdivision plat map is August 1976.

Each of the three subject lots were previously listed in the local MLS (#372306, 372325, 372280) as vacant lots on July 2, 2009 at an asking price of \$39,900. These listings expired on December 10, 2009 at the same price. Prior to this, each of the subject lots were listed on November 14, 2005 (291142, 291143, 291144) for \$35,000 each, and subsequently was withdrawn from the market at the same price on December 5, 2005.

We also found the subject lots listed in MLS as part of a pre-construction home package. These packages were listed several times between 2007 and 2009 as dwellings ranging from 1,230 SF to 1,552 SF and ranging in price from \$154,900 to \$169,900. We are not aware of any other listings or pending sales involving the subject lots. Furthermore, we are not aware of any other closed sales, pending sales or active listings involving the subject property within the past five years.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The subject is located in the community of Cantonment, which is located in central Escambia County, Florida, approximately 15 miles north of the City of Pensacola. The neighborhood boundaries are identified as the Escambia River to the east, Quintette Road to the north, the Perdido River to the west and Interstate 10 to the south. The general area is comprised of mostly low to medium density residential usage with supportive commercial development along busier roadways, mainly Highway 29 and Nine Mile Road (Highway 90). Over the years, this area as a whole has experienced a significant amount of growth in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental), as expansion outward from the city of Pensacola. The area also benefited from the many jobs provided by International Paper. Generally, as one progresses northward, residential densities decrease.

The main north-south roadway through the subject neighborhood is U.S. Highway 29. This roadway has a 300' right-of-way and varies from four to six lanes. Located along U.S. Highway 29 within the general vicinity of the subject are several churches, banks, mobile homes dealerships, medical clinics, convenience stations, a Winn Dixie supermarket, a Wal-mart, and numerous fast-food restaurants and small commercial establishments. Many local businesses directly or indirectly function from the operations of the International Paper plant, which provides substantial employment opportunities to local residents. The location of the subject property is considered suburban. Many of the residences are commuters employed in the nearby population center of Pensacola. A considerable amount of the commerce in the area to the north is agricultural and forestry related.

There have been some new residential developments in the Cantonment area as the demand for housing expands north and west of the Pensacola area. Housing options in the subject's neighborhood consist of mobile homes, single-family residences and a few apartment complexes scattered along Highway 29. The age of the aforementioned housing options range from new to sixty years. Prices for housing in the neighborhood generally range from \$40,000 to \$350,000.

Newer subdivisions within the subject neighborhood include "Cardinal Creek", a 42-lot subdivision located ± 2 miles north of the subject on the west side of Highway 29. This development was completed in late 2008, with lots being taken down by Adam's Homes. In the past year, the subdivision has had four improved sales ranging from \$129,900 to \$151,850. Currently, there are five listings of new construction homes ranging from \$127,020 to \$157,900. Per the County Appraiser, there are currently 19 vacant lots (45% vacancy).

Located ± 2.5 miles northwest of the subject and in very close proximity to "Cardinal Creek" is "Grande Oaks Farm", a 133-lot subdivision on the west side of Tate Road. This subdivision was recorded in 1990; however, a recent addition containing 64 lots was recorded in 2005. In the past year, there have been three improved sales in this subdivision ranging from \$200,000 for a 2,312 SF home to \$360,000 for a 3,286 SF home. Currently, there is only one listing for \$299,900. There are 56 vacant lots in this subdivision (42% vacancy).

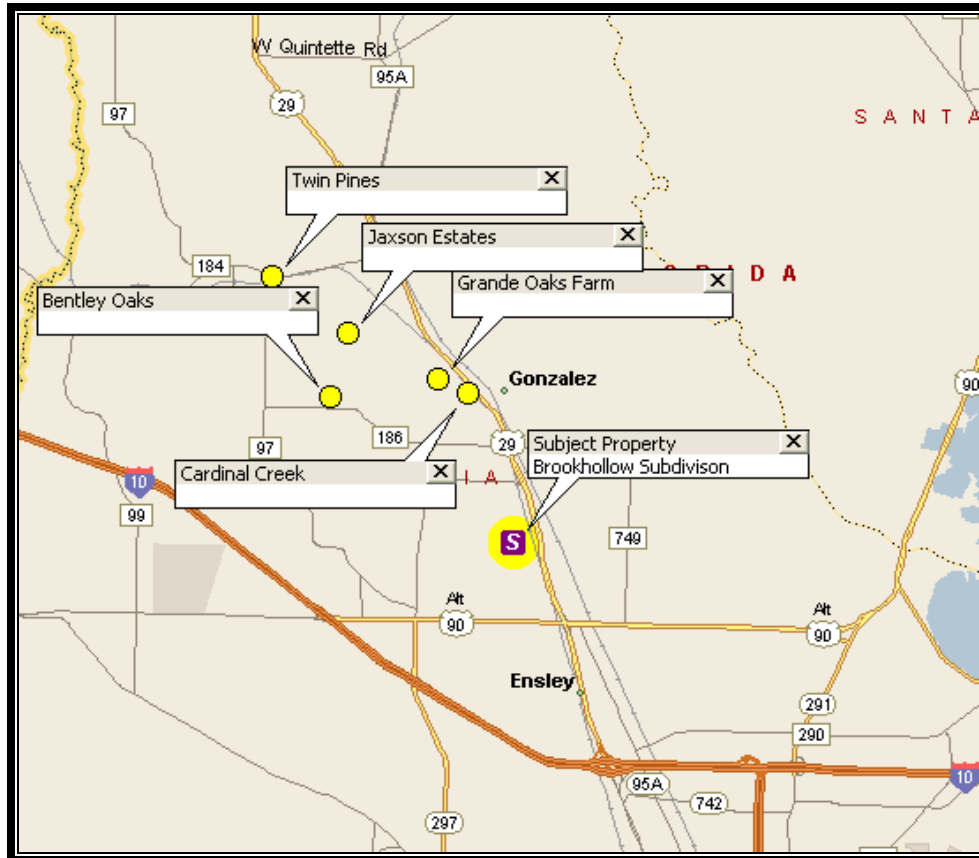
"Bentley Oaks" is a 199-lot subdivision developed by the Mitchell Company located ± 3.5 miles northwest of the subject on the north side of East Kingsfield Road. The first phase was recorded in 2005 and includes 117 lots, while the second phase of this development was recorded in 2007 and includes 82 lots. In the past year, the subdivision has had 13 improved sales ranging from \$105,000 to \$169,900. There are

currently 7 active listings, ranging from \$129,900 to \$239,000. There are 48 vacant lots in this subdivision (24% vacancy).

“Jaxson Estates”, located ± 4 miles northwest of the subject on the west side of Louis Street, is a 90-lot residential subdivision recorded in 2009. In the past year there has been only one sale in this development, which a newly constructed house for \$115,000. There are currently no homes listed for sale in this subdivision. Presently, there are 84 vacant lots (93% vacancy).

“Twin Pines” is located ± 5 miles northwest of the subject property on the south side of Muscogee Road. This development was completed in two phases between 2004 and 2008. This subdivision contains 59 lots being developed by Adam’s Homes. In the past year, the development has had three improved sales from \$124,900 to \$153,000. There are currently two homes listed for sale in the development, one for \$129,900 and the other for \$181,400. Presently, the County Appraiser indicates that 30 of these lots are vacant (51% vacant).

The following map shows the locations of these newer developments in relation to the subject property.



But the residential market remains over-supplied, as evidenced by the abundance of listings for single-family residences and lots. We observe minimal sales activity, but prices appear to have stabilized somewhat during over the past year. Of addition concern are the high levels of foreclosures occurring, which are not expected to peak until next year, and these foreclosures will continue to supplement the supply to an already over supplied market.

According to information gathered from Metro Market Trends, a total of 422 (35.2/month) single-family homes sold from \$100,000 to \$300,000 in the year 2006 in Cantonment. In 2007 the number of single-family home sales in the same price range dropped to 315 (26.3/month), indicated a 25.4% decline. In 2008, single-family home sales in this range further declined to 295 (24.6/ month), indicating additional decline of 6.3%. In 2009, 283 (23.6/month) single family homes were sold, indicating further decline by 4.1%. In 2010, 261 (21.8/month) single family homes sold, indicating further

decline by 7.8%. From January to mid-April 2011, 67 (19.1/month) single family homes sold, indicating additional decline and a 45.7% overall decrease since 2006. This data indicates a continued situation of less demand and over supply, but prices appear to be leveling.

In summary, the MMT statistics support what local Realtors and developers have been reporting in regards to a declining demand for residential homes, thus resulting in a similar decline in demand for residential land. We observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already oversupplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

PROPERTY DESCRIPTION

The subject contains 3 lots within Brookhollow subdivision. The location of these lots within the larger Brookhollow development may be seen in the previously presented aerial map. The size of each lot is 0.35 acres, with each lot being $\pm 110'$ wide and $\pm 140'$ deep.

According to the previously presented Department of Agriculture Soil Survey data, the subject's lots are comprised primarily of well to somewhat excessively drained soils, which are conducive to most urban development. Observation of the improvements within the surrounding area and on adjacent lots indicate there is sufficient soil bearing capacity to support the improvements typically found in residential areas. Upon inspection, subject's lots all appear relatively level, and we see that the larger subdivision benefits from common storm water drainage system and retention areas. The lots are lightly wooded with some underbrush and other natural vegetation.

The Federal Emergency Management Agency Flood Insurance Rate Map number 12033C0295G indicates the subject's lots are situated within the "X" flood zone, an area of minimum flooding. A copy of the applicable flood map was previously presented within the exhibits section of this report.

All three lots are accessed via West Ten Mile Road, which is an asphalt-paved roadway, with a 66'-wide right-of-way. All necessary utilities are available to the subject lots, including public sewer service. Other amenities to the larger Brookhollow subdivision include asphalt-paved streets, concrete curb and gutter system, underground utilities, and common storm water retention area.

In summary, the subject's 3 vacant residential lots are well suited for their intended residential use, and have been specifically constructed for such purpose.

HIGHEST AND BEST USE

The highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."² In estimating the highest and best use of the subject property, the following four criteria were taken into consideration:

- 1) The uses legally permissible at the site
- 2) The uses physically possible on that site
- 3) Financially feasible uses of the site
- 1) The maximally productive use of the property

"AS VACANT"

Legally Permissible Uses: The subject's 3 lots are within the V-3, Village Single Family Residential High Density district and a mixed-use future land use district. According to the zoning code for the V-3 district, single-family dwelling structures are permitted to a density of five units per acre. Other permitted uses include the growing of vegetables or other food crops, public utilities, private marina, or family day care homes. Also, the subject lots are within the Brookhollow subdivision. We could not find any subdivision covenants and restrictions for this subdivision in the Escambia County Florida public records; therefore, we are unaware of any further legal restrictions on the subject property other than county zoning.

Physically Possible Uses: As vacant, the subject's 3 lots have site areas with an average of ±15,400 SF (0.35 acres). Due to zoning setback restrictions and lot coverage ratios, only one single-family dwelling can be placed on each of the subject

² *The Appraisal of Real Estate, Thirteenth Edition* (Chicago, IL: Appraisal Institute, 2008), 278.

lots. They are well planned/configured within the larger Brookhollow development. The lots appear mostly level and wooded with some hardwoods and natural vegetation, and soils are assumed conducive for residential development. Based upon their layout, as well as the zoning restrictions placed upon them previously cited, we see no other physically possible use for the subject lots other than for residential development.

Financially Feasible Uses: The subject lots are of a typical size and are in conformance with the general market. In addition, the “Brookhollow” subdivision is designed for development with moderate-priced housing. New single-family subdivisions within the general area have suspended development, with minimal improved sales and stalled construction within the past year. We observe much surplus and unsold inventory (including vacant and improved lots) in the surrounding market. As discussed, MMT statistics for the subject’s surrounding neighborhood reveal that, prices have exhibited more stability in recent months, and absorption has gradually decreased leaving us with little reason to believe that the situation of oversupply will be alleviated in the near term. Therefore, considering the abundance of available lots and underdeveloped subdivisions in the area, and also the current flat to declining market conditions, we believe the only feasible use at this time would be to market the lots under the slow absorption presently evident or to hold the lots speculatively.

Maximally Productive Use – Based on the previous legally, physically and financially feasible analyses, we conclude that the highest and best use is to hold the lots speculatively for single-family development.

APPROACHES TO VALUE

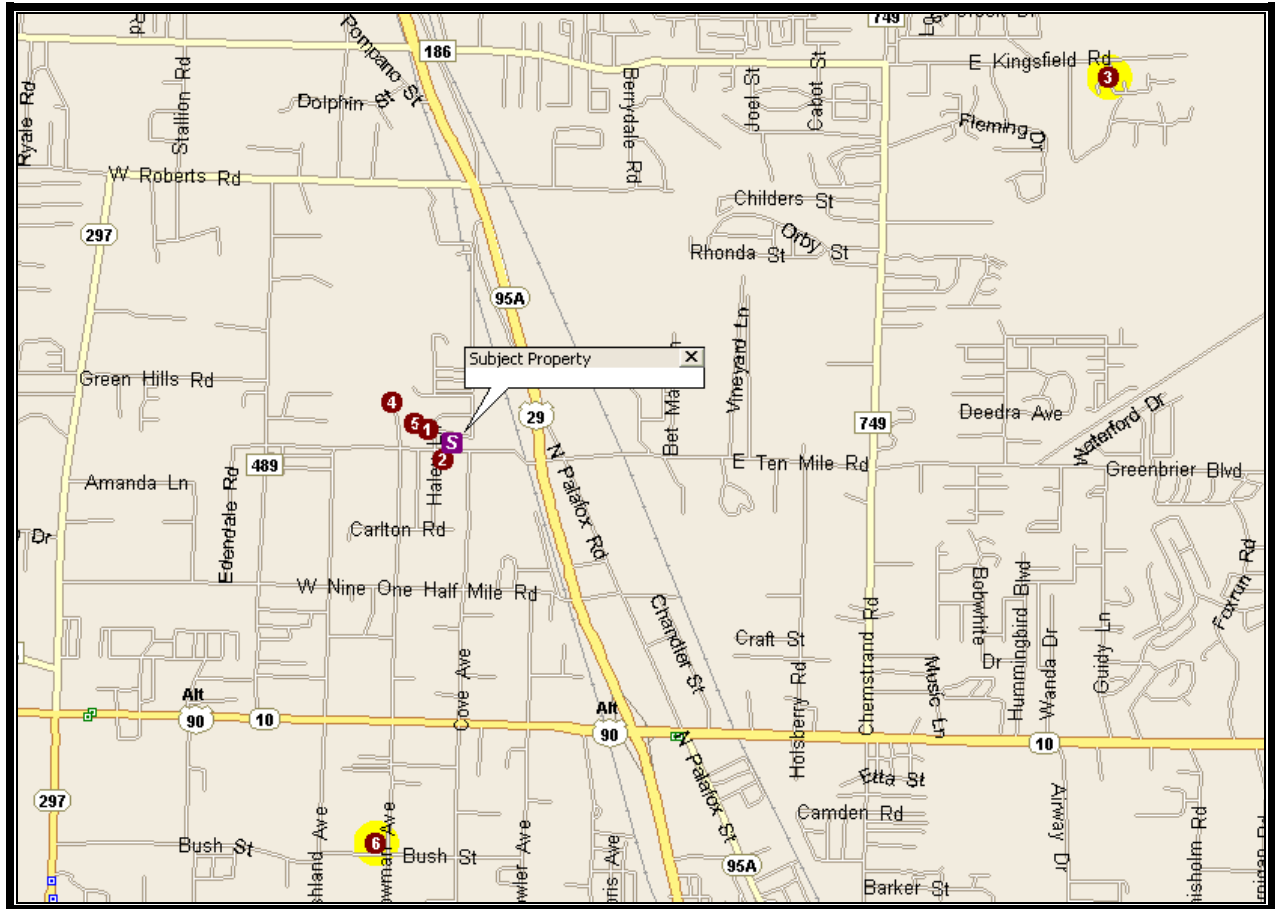
Our valuation will employ the Sales Comparison Approach to value. The Cost Approach is not applicable, as this is an appraisal analysis of vacant land. Because the subject is comprised of only three lots and we observe an absorption rate of more than four lots per quarter, we believe that the Income Approach is not applicable. Additionally, we have searched the market for smaller group lot purchases of up to four lots and have found no significant discount present in the current market for a group purchase of three lots.

SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property.

Under the sales comparison approach, the appraiser seeks out sales of comparable type properties, i.e., subdivision lots, which are compared to the developed lots of the subject property. In the case of the subject lots, an analysis of subdivisions proximate to the subject produced sufficient data for retail lot pricing. Our analysis of lots includes lot sales from similar developments similar within the general market area. With this in mind, we proceed with the valuation of the subject lots. On the following pages, we will analyze the most recent lot sales within these comparable subdivisions.

LOCATION MAP FOR SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID 4794
Property Type Vacant Residential lot
Property Name Vacant Residential Lot
Address 1639 Eagle Street, Cantonment, Escambia County, Florida
32533
Location Brookhollow SD
Tax ID 211N303500001004
Date Inspected 04/28/2011
Present Use Single Family Dwelling

Sale Data

Grantor Robert E. & Marilyn K. Davis
Grantee A Needles Construction LLC
Sale Date August 24, 2010
Deed Book/Page 6630, 688
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in previous three years
Verification Other sources: Public records, MMT. Confirmed by David Singleton

Sale Price \$25,000

Land Data

Zoning V-3, Village Single Family Residential
Topography Level, cleared
Utilities All available
Dimensions 177 x 130.85 x 168.61 x 71
Shape Rectangular
Rail Service None available
Flood Info Zone "X", minimal probability
Highest & Best Use Single Family Residential
Encumbrances None adverse noted

Land Size Information

Gross Land Size 0.390 Acres or 16,988 SF
Front Footage 177 ft Eagle Street

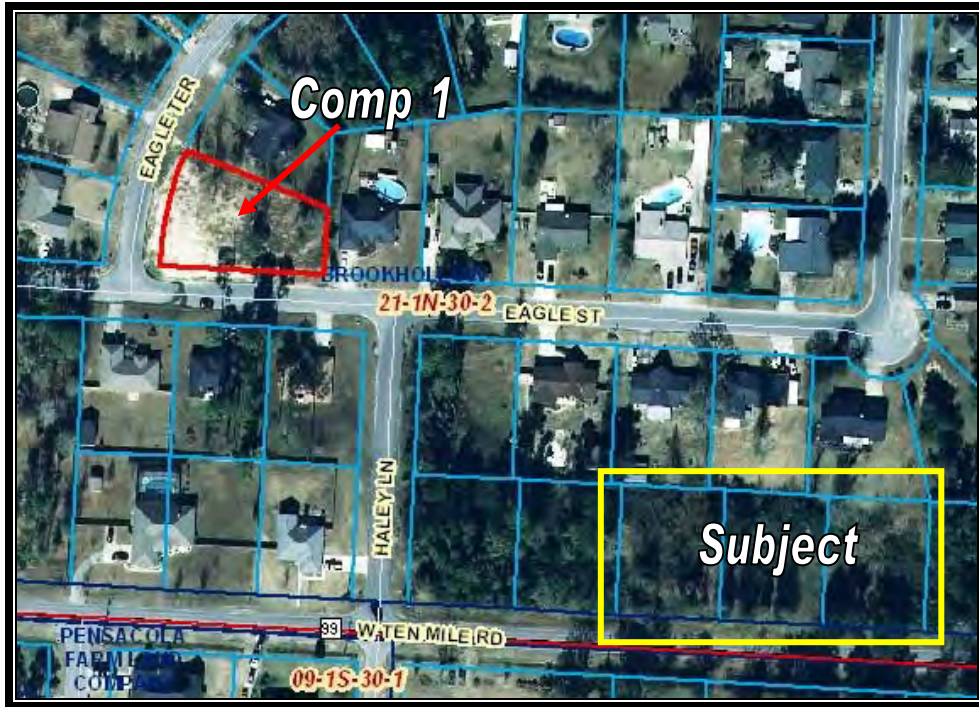
Indicators

Sale Price/Gross Acre \$64,103
Sale Price/Lot \$25,000

Remarks

This is the sale of a residential lot within the older Brookhollow subdivision, located along the north side of W. Ten Mile Road, east of Hwy 29 in Cantonment, FL. The site benefits from access to all public utilities; although, some older dwellings in the development were built before the availability of public sewer service and are on septic tanks. The site was purchased by a local homebuilder, who subsequently constructed a 1,700 SF, 3/2, brick house with a double garage. This dwelling sold for \$159,000 on December 22, 2010.

AERIAL PHOTOGRAPH OF COMPARABLE 1



Land Sale No. 2

Property Identification

Record ID	4796
Property Type	Vacant Residential
Property Name	Vacant Residential Lot
Address	Ten Mile Road, Cantonment, Escambia County, Florida 32534
Location	Between Cove Ave and Haley Lane, SS of W. Ten Mile Rd
Tax ID	09-1S-30-2101-167-003
Date Inspected	04/28/2011
Present Use	Vacant Site

Sale Data

Grantor	Linda S. & Howard D. Smith
Grantee	Victor & Wanda Daigle
Sale Date	February 28, 2011
Deed Book/Page	6695, 32
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to seller
Sale History	None in previous three years
Verification	Other sources: public records, MMT, Confirmed by David Singleton

Sale Price	\$22,000
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Land Data

Zoning	R-3
Topography	Level, some trees
Utilities	All available
Dimensions	100 x 218.16 x 100 x 217.14
Shape	Rectangular
Flood Info	Zone "X", minimal probability
Highest & Best Use	Residential
Encumbrances	None noted

Land Size Information

Gross Land Size	0.500 Acres or 21,780 SF
Front Footage	100 ft W. Ten Mile Road

Indicators

Sale Price/Gross Acre	\$44,000
Sale Price/Lot	\$22,000

Remarks

This is the sale of a vacant parcel of land located along the south side of W. Ten Mile Road, west of Highway 29 in Cantonment, FL. This parcel was purchased by an adjacent land owner. The site was very shaded with several trees and light underbrush. All public utilities are available to this site along W. Ten Mile Road.

AERIAL PHOTOGRAPH OF COMPARABLE 2



Land Sale No. 3

Property Identification

Record ID 4766
Property Name Vacant Residential Lot
Address 11679 Wakefield Dr., Pensacola, Escambia County, Florida
Location WS Wakefield Dr. S of E. Kingsfield Rd.
Tax ID 18-1N-30-7007-007-002
Date Inspected April 4, 2011
Present Use Single Family Dwelling

Sale Data

Grantor Carissa L. Romero
Grantee A. Needles Construction, LLC
Sale Date August 18, 2010
Deed Book/Page 6628 298
Property Rights Fee Simple
Marketing Time 146 Days
Conditions of Sale Arm's Length
Financing Cash to Seller
Instrument General Warranty Deed
Verification Stephen Shannon; 251-979-1200, April 04, 2011; Other sources: MLS 387020, Confirmed by Bruce A. Black

Sale Price \$22,000 DS \$154.00

Land Data

Zoning V-1, Villages single family residential
Topography Mostly Level
Utilities No Sewer
Dimensions 95.12' x 145.13' x 95.11' x 144.36'
Shape Rectangular
Flood Info Zone X, Minimal Flood Probability
Highest & Best Use Present Use

Land Size Information

Gross Land Size 0.316 Acres or 13,768 SF
Front Footage 95 ft Total Frontage: 95 ft WS Wakefield Drive

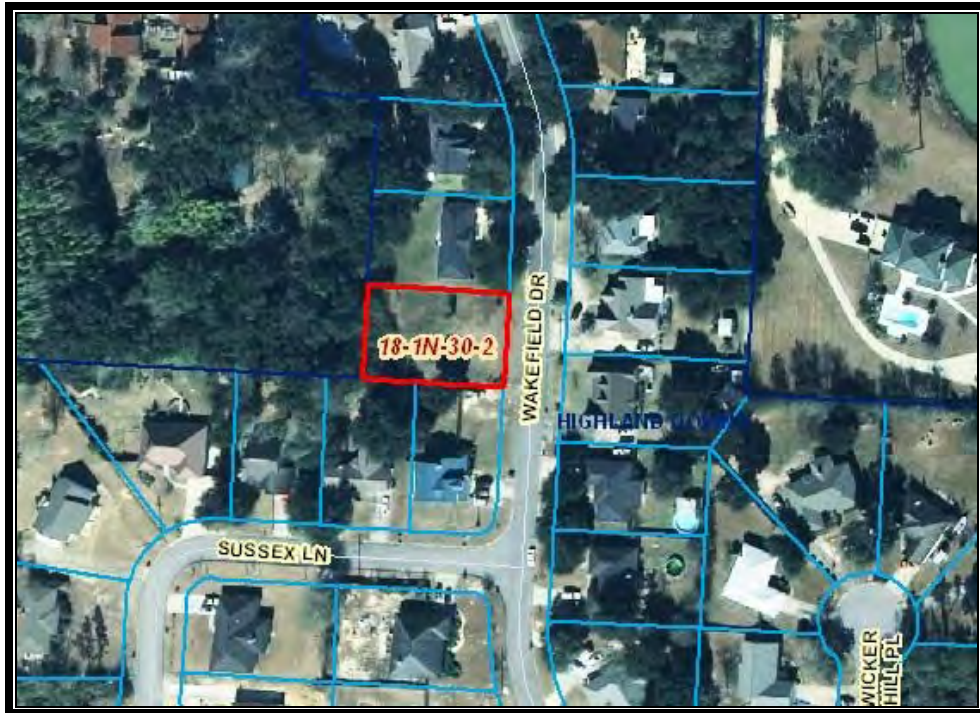
Indicators

Sale Price/Gross Acre \$69,605
Sale Price/Lot \$22,000

Remarks

This is a sale of a typical residential lot located within the Highland Downs subdivision off of East Kingsfield Road in Pensacola, FL. The lot has been developed since the sale with a single-family dwelling.

AERIAL PHOTOGRAPH OF COMPARABLE 3



Land Listing No. 4

Property Identification

Record ID 4795
Property Type Vacant Residential
Property Name Vacant Residential Lot
Address 3318 Durney Drive, Cantonment, Escambia County, Florida 32533
Location Brookhollow Acres
Tax ID 211N30-3000-000-010
Date Inspected 04/28/2011
Present Use Vacant Site

Sale Data

Grantor Sonya Lisa Burrell
Survey Date April 28, 2011
Property Rights Fee Simple
Marketing Time 423 days
Conditions of Sale Arm's length
Financing All available
Sale History None in previous three years
Verification Art Gottily, Listing Agent; 850-484-8326, May 02, 2011; Other sources: MLS384624, public records, Confirmed by David Singleton

Listing Price \$29,900

Land Data

Zoning V-3, Village Single Family Residential
Topography Some large oak trees, mostly level
Utilities No public sewer
Shape Irregular
Flood Info Zone "X"
Highest & Best Use Single family development
Encumbrances None noted

Land Size Information

Gross Land Size 0.590 Acres or 25,700 SF
Front Footage 110 ft Durney Drive

Indicators

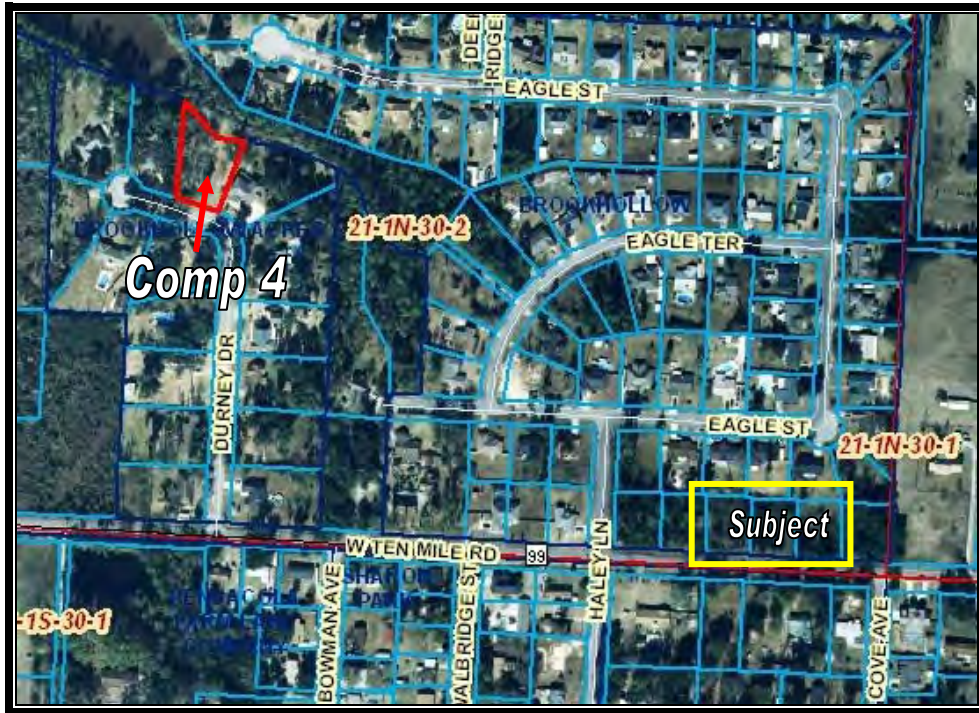
Sale Price/Gross Acre \$50,678
Sale Price/Lot \$29,900

Remarks

This is the listing of a residential lot located in the older Brookhollow Acres subdivision, which contains only one street. There is no public sewer service available to this site. This is the vacant lot in this 16-lot subdivision. The listing agent reports some interest in the property.

Listing History: Initially listed on 01/25/2010 for \$38,000 and has steadily been reduced to its current asking price on 01/13/2011.

AERIAL PHOTOGRAPH OF COMPARABLE 4



Land Sale No. 5

Property Identification

Record ID 4558
Property Type Residential Lot, Vacant Residential Lot
Property Name Vacant Residential Lot
Address 1435 Keylan Cove, Pensacola, Escambia County, Florida 32534
Location Keylan Cove S/D
Tax ID 101S301001080002
Date Inspected 10/13/2010
Present Use Vacant Residential

Sale Data

Grantor Moore Homeworks Inc.
Grantee Leonard B. Daniels
Sale Date September 14, 2010
Deed Book/Page 6645,861
Property Rights Fee Simple
Marketing Time 198 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in past three years
Verification John Douglas, Listing Agent; 850-324-3655, October 13, 2010;
Other sources: MLS#384599, Public Records, Confirmed by
David Singleton

Sale Price \$20,000

Land Data

Zoning R-3
Topography Level, cleared, dry
Utilities All public available
Dimensions 39 X 124
Shape Rectangle
Flood Info Zone X, minimal probability
Highest & Best Use Single family development
Encumbrances None noted

Land Size Information

Gross Land Size 0.110 Acres or 4,792 SF
Front Footage 3 ft Keylan Cove

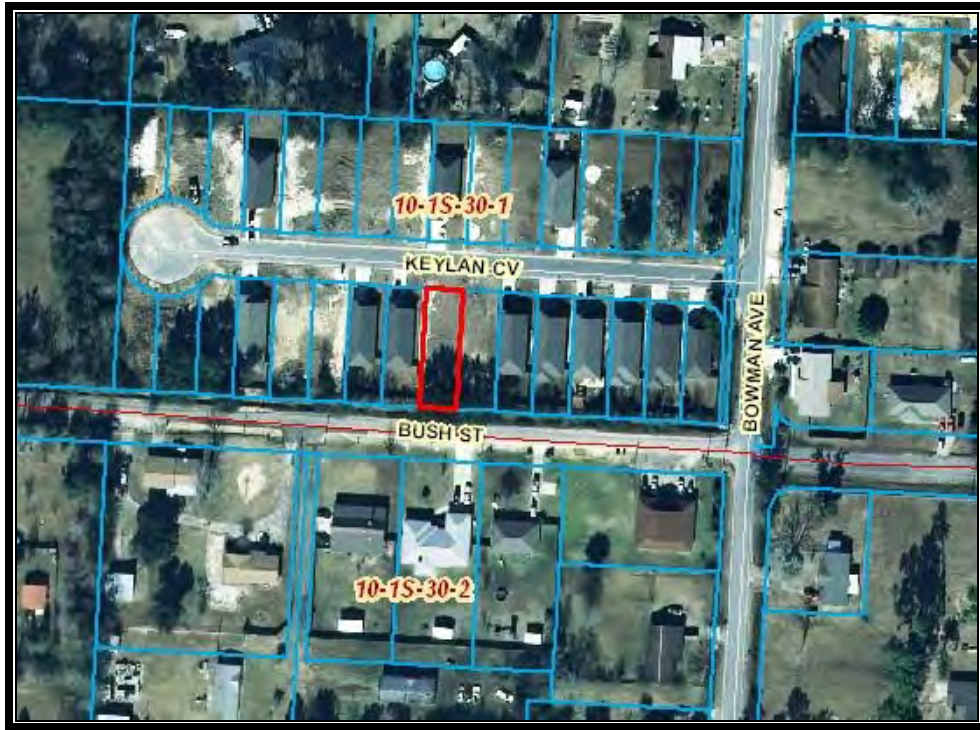
Indicators

Sale Price/Gross Acre \$181,818
Sale Price/Lot \$20,000

Remarks

This is the sale of vacant lot within the Keylan Cove subdivision, located off Bowman Road in Pensacola, Fl. This was a short sale; however, the listing agent believes that the selling price represented market value at the time of transfer. The bank paid approximately \$1,000 in closing costs. The lot benefits from access to all public utilities.

AERIAL PHOTOGRAPH OF COMPARABLE 5



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LOT COMPARABLE COMPARISON GRID											
ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4		COMPARABLE 5	
Location	Brookhollow	Brookhollow		Ten Mile Road		Highland Downs		Brookhollow Acres		Keylan Cove	
Prox to Subj	N/A	Subject SD		Across Street		2.75 Miles NE		Adjacent SD		1.5 Miles SW	
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	
Sales Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Prop Rights	Fee Simple	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Financing	Cash or Eqv	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Cond of Sale	Arm's Length	Similar		Similar		Similar		Negotiations	-20%	Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Buyer Expend	None	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Time/Mkt Con	Apr-11	Aug-10		Feb-11		Aug-10		Current		Sep-10	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Location	Brookhollow	Similar		Similar		Similar		Similar		Inferior	5%
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	20%
Utilities	All Available	Similar		Similar		No Sewer	5%	No Sewer	5%	Similar	
Topography	Typical Soils	Similar		Similar		Similar		Similar		Similar	
Amenities	U/G Utilities	Same		Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A		0%		0%		5%		5%		25%
Adjusted Value		\$25,000		\$22,000		\$23,100		\$25,116		\$25,000	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "price per lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, three of the sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. A negative adjustment is applied to the active listing to provide for a negotiation allowance in the estimation of anticipated price. Comparable 5 was a short sale; however, the sales

agent feels that the sale price was inline with market value considering the depressed residential market conditions in the area.

Buyer Expenditures – The comparables did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – As the comparable sales occurred within the past eight months, no adjustments are required for differences in time/market conditions.

Location/Appeal – The subject lots are located within an area of medium density residential development. Four of the comparable sales are located in relative close proximity to the subject property and are considered similar with respect to appeal to the market. Comparable 5 is located in an area dominated by smaller, more moderately priced housing, thus, we apply a positive adjustment for this slightly inferior location.

Site Area – The subject lots contain, on average, ±0.35 acre and are being compared to properties varying in size from 0.11 to 0.59 acre. A positive adjustment is applied to comparable 5 to account for its considerably smaller size. No other adjustments are required.

Utilities - All utilities are available to the subject and three of the comparables; therefore, no adjustments are necessary. Two comparables do not have access to public sanitary sewer, and we apply positive adjustments to account for this.

Topography - The subject lots and each of the comparables have reasonably similar topography and typical soils with sufficient upland area to accommodate residential development; no adjustments are warranted.

Project Amenities – The subject development features underground utilities and asphalt roadways with concrete curbs and gutters typical of newer subdivisions within the area, which is similar to each of the comparable sales.

Additional Information – We are aware of only one listing in the subject development, a one-acre, irregular-shaped lot listed for \$39,500 (MLS#386518). This lot is densely wooded and sits behind several other lots in the Brookhollow development with little roadway frontage. This property has been listed at \$39,500 since March 20, 2010 (403 days) with no offers for purchase and no price adjustments. We believe this listing to be grossly overpriced and do not consider it in our analysis.

Summary and Reconciliation of Individual Lot Value - The comparable sales indicate an adjusted value range of from \$22,000 to \$25,116 per lot, with a mean of \$24,043. All five comparables are good indicators of value for different elements of comparison. We place some weight on each of the comparables as we reconcile at a rounded \$25,000 for the subject lots.

Estimated Value per Lot = \$25,000

In determining the value of the subject's three lots, we are of the opinion that the value of the subject's three lots is the sum of the retail values of the three lots with no discounting necessary. We have observed multiple group lot sales of up to four in the subject neighborhood without significant discounting. Additionally, we have conducted an absorption study utilizing data from some of the area's newest subdivisions located proximate to the subject development, and believe that an absorption rate of four lots or better per quarter can be expected. As the subject is only comprised of three lots, we believe that a discounted cash flow analysis to be irrelevant. Therefore, we conclude that the value of the subject's three lots at \$25,000 per lot is \$75,000.

FINAL VALUE OPINION

\$75,000

SEVENTY-FIVE THOUSAND DOLLARS

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certify that we have not appraised the subject property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida # RZ289

D. Singleton

David C. Singleton
Registered Trainee Appraiser
Florida #RI23431

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasely, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Pensacola, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers

EDUCATION:

Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

DAVID C. SINGLETON

EDUCATION:

M.B.A., University of South Alabama, 2011

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
General Appraiser Sales Comparison Approach	2011	30	Appraisal Institute
15-Hour National USPAP Course	2011	15	Appraisal Institute
Mortgage Fraud	2010	7	Gold Coast Schools
Introduction to Commercial Appraisal	2010	3	Gold Coast Schools
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute
15-Hour National USPAP Course	2007	15	Appraisal Institute
Basic Appraisal Principles	2007	30	Appraisal Institute
Basic Appraisal Procedures	2007	30	Appraisal Institute

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has a approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.³

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in

³ NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Egin Air Force Base, resulting in a net gain of 2,200 jobs. Egin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Egin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

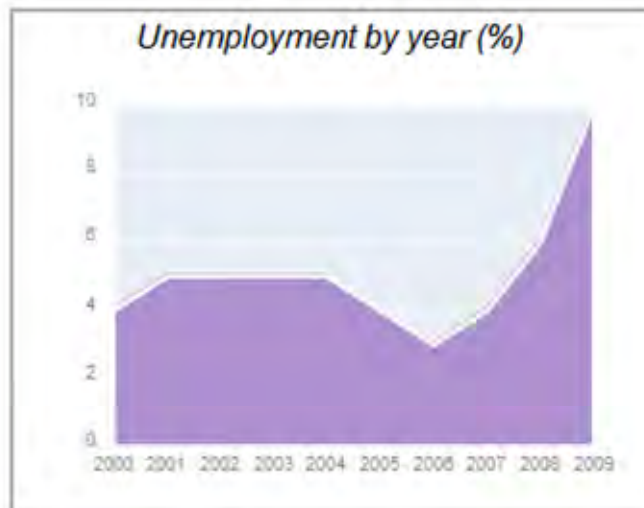
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

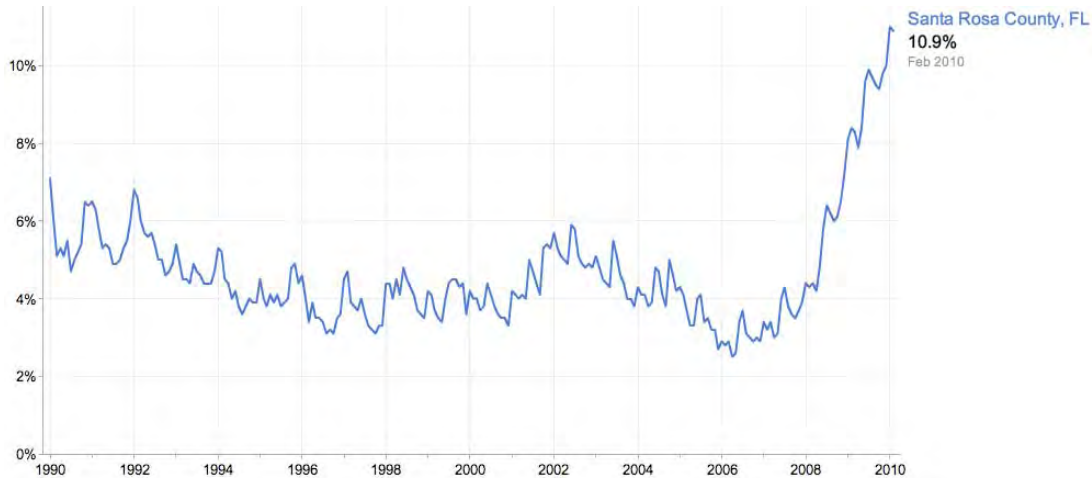
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

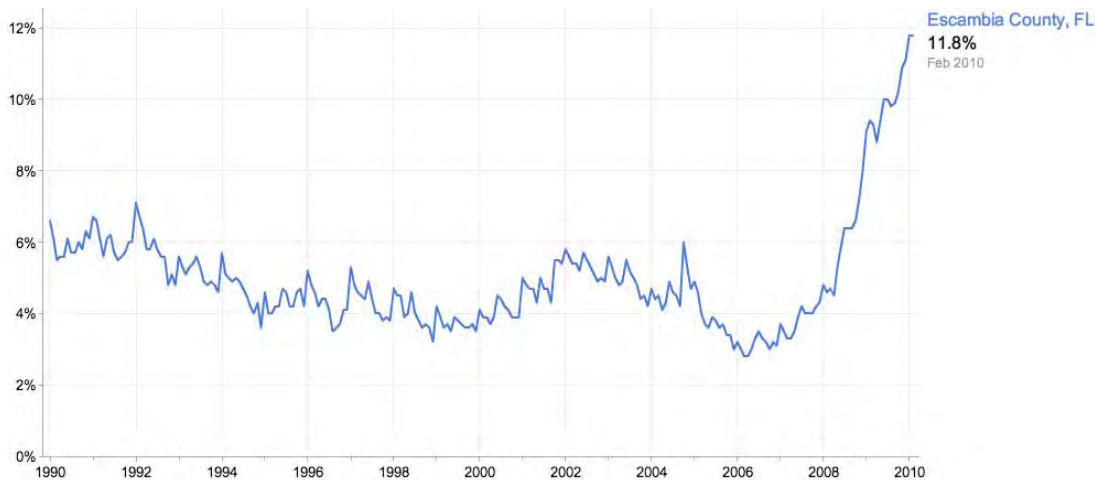
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa County over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the

general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.⁴

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

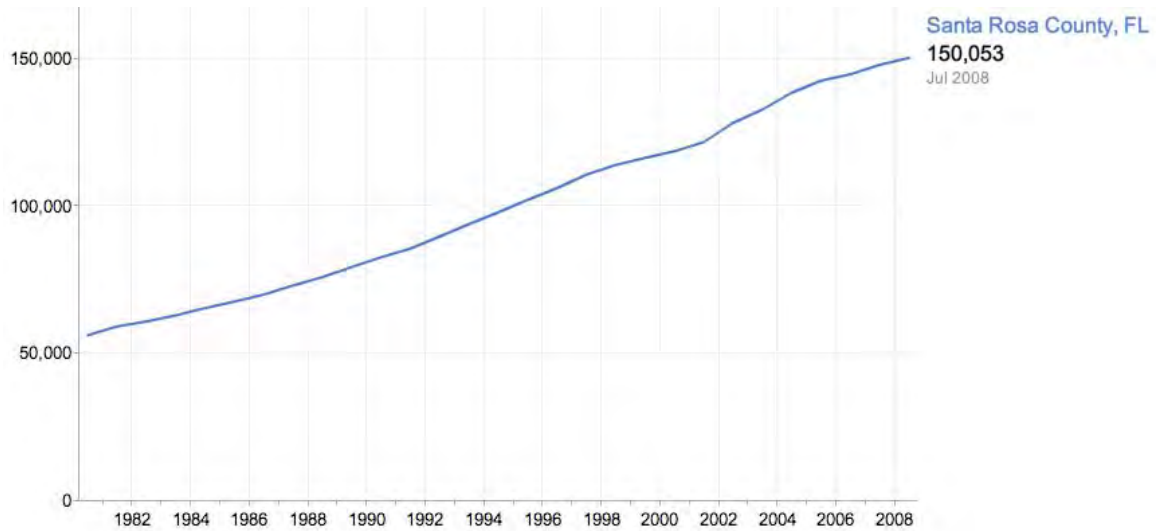
Population Increase Rates from 2005 – 2009:

⁴ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development

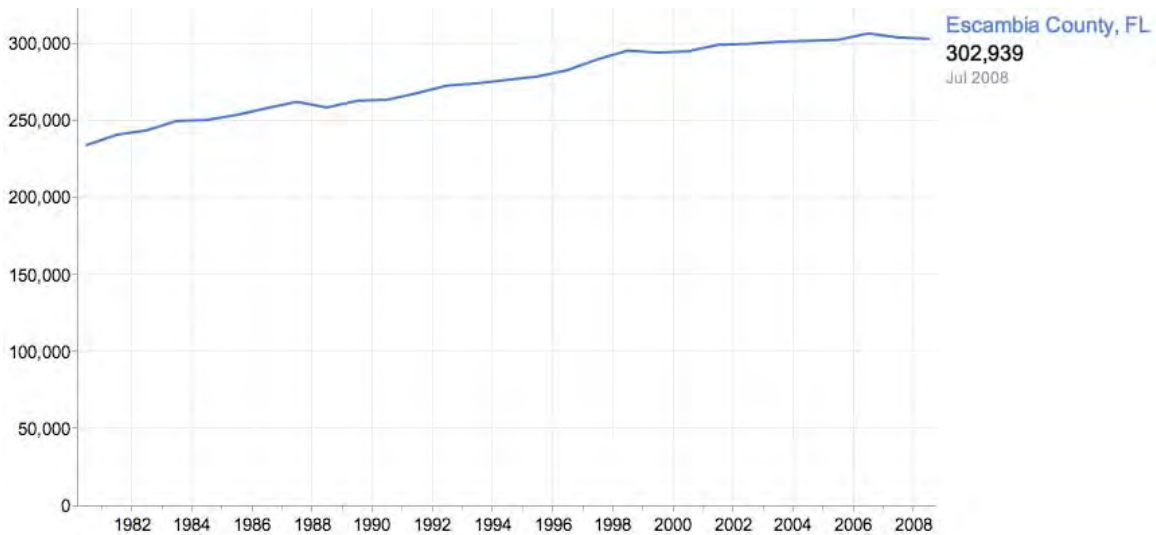
⁴ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

		Santa		
	Demographic Estimates	Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing</i>				
<i>Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlink, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Apalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residents of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing

section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

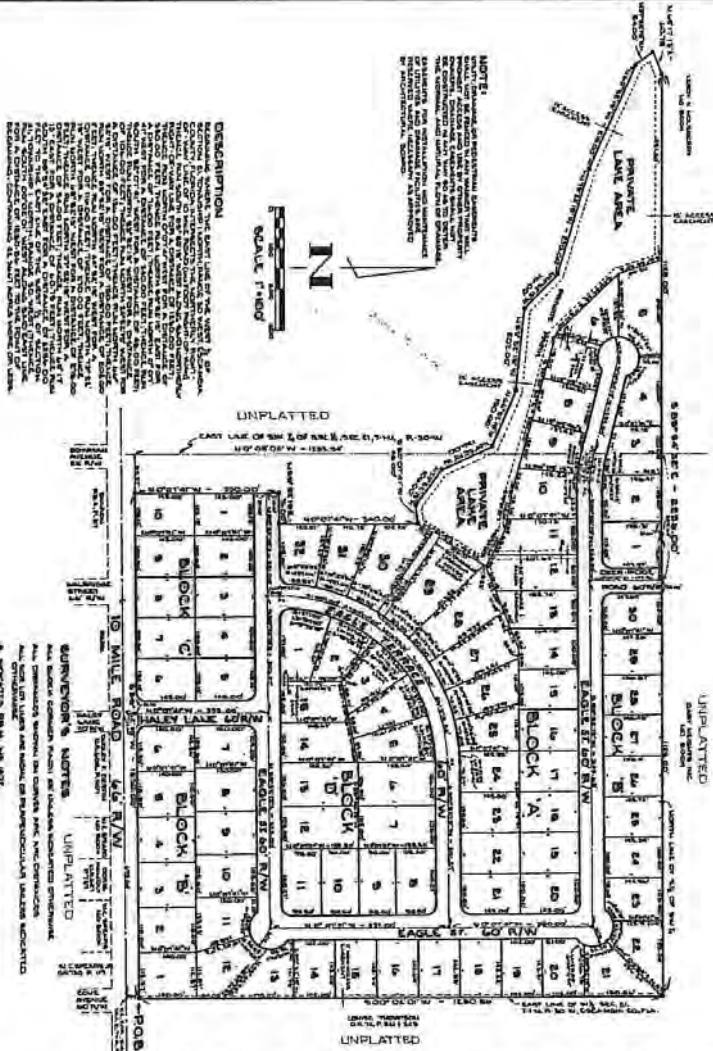
These storms, along with several other 2004 -2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

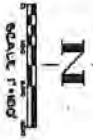
SUBJECT PROPERTY DATA

"Brookhollow Subdivision"

BEING A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 1 NORTH,
RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA
AUGUST 1976



DESCRIPTION
A portion of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, containing approximately 100 acres of land, more or less, as shown on the attached map. The land is being subdivided into lots, blocks, and a private lane area, as shown on the attached map. The subdivision is being made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Subdivision Law, as amended.



SUPERVISOR'S NOTES
1. ALL LOTS ARE TO BE CONVEYED BY DEED.
2. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
3. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
4. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
5. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.

RECORDING INFORMATION
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CERTIFICATE OF APPROVAL
I, the undersigned, County Commissioner of Escambia County, Florida, do hereby certify that the above described subdivision complies with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Subdivision Law, as amended.

COMMISSIONER'S CERTIFICATE
I, the undersigned, County Commissioner of Escambia County, Florida, do hereby certify that the above described subdivision complies with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Subdivision Law, as amended.

NOTARIAL CERTIFICATE
I, the undersigned, Notary Public for the State of Florida, do hereby certify that the above described subdivision complies with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Subdivision Law, as amended.

RECORDING INFORMATION
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6.05.24. *V villages single-family residential district.*

- V-1-- Villages single-family residential--Gross density (one unit per acre).
- V-2-- Villages single-family residential--Gross density (two units per acre).
- V-2A-- Villages single-family residential--Gross density (three units per acre).
- V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. *Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to Article 11 for uses, heights and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Single-family detached dwellings and their customary accessory structures and uses.
2. The growing of vegetables or other food crops is permitted as long as the primary purpose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
3. Public utility.
4. Marina (private).
5. Residential dock or pier.
6. Family day care homes and family foster homes.
7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

C. *Conditional uses.*

1. Home occupations.
2. Golf courses, tennis centers, swimming clubs with customary attendant facilities and accessory buildings.
3. Country clubs and their customary accessory uses.
4. Clubs, as defined.
5. Covered boathouses and covered boat docks as accessory uses.
6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size two acres.
7. Educational facilities, excluding child care centers and kindergartens.
8. Places of worship.
9. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
10. Public utility and service structures (see section 6.08.02).

D. *Prohibited uses.* Any use not listed above.

E. *Off-street parking requirements.* See section 7.02.00.F.

F. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).
2. *Lot width.* The minimum lot width at the front building line shall be 40 feet and at the street right-of-way, 40 feet. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.

3. *Front yard.* There shall be a front yard having a depth of not less than 25 feet, provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum rear yard shall not be less than 25 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building, however, side yards need not exceed 15 feet on each side. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
6. *Building height.* No building shall exceed 35 feet in height.
- G. *Landscaping.* See section 7.01.00.
- H. *Signs.* See Article 8.

This instrument prepared by:
Name: **Jan Gaston an employee of
Reliable Land Title Corporation**
Address: **15 West La Rua Street
Pensacola, Florida 32501**
Return to: **Reliable Land Title Corporation
FILE NO. 06-01-005PJ**
Address: **15 West La Rua Street
Pensacola, Florida 32501**
Property Appraisers Parcel Identification Number(s): 11-0565-
305,11-0565-310,1

THIS WARRANTY DEED Made the 10th day of January, 2006 by **Derrick Sammons and Todd Winans** as to their separate non-homestead property whose post office address is, **7141 Fitzpatrick Rd, Pensacola, FL 32526** hereinafter called the grantor, to **Parker Custom Built Homes, Inc a Florida corporation** whose post office address is **2711 Stallion Road, Cantonment, FL 32533** hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ESCAMBIA** County, State of Florida, viz:

Lots 2, 3, and 4, Block B, Brookhollow Subdivision, being a subdivision of a portion of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, as recorded in Plat Book 10 at Page 1 of the Public Records of said County.

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

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

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31ST, 2005. **FURTHER SUBJECT TO** restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jan Gaston
Signature
Jan Gaston
Printed Signature
Lisa M. Hill
Signature
Lisa M. Hill
Printed Signature

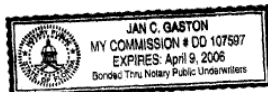
Derrick Sammons
Signature
Todd Winans
Signature

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of January, 2006 by **Derrick Sammons** and **Todd Winans**, who produced driver's license as identification and who did not take an oath.

Jan C. Gaston
Notary Public
My Commission Expires:

[seal]





HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

August 5, 2011

Chris Curb, Project Coordinator
Engineering Division of Public Works
3363 West Park Place
Pensacola, FL 32505

**Reference: Brookhollow Subdivision at 10 Mile Road Drainage Improvement
Project - Task Order No. 02.03.79.46.6
HEI Project No. 10-030**

Dear Chris:

If the county proceeds with this drainage improvement project using the lots the county currently owns, the proposed system would be an improvement to the existing system. However, the system would not meet current NFWFMD or Escambia County LDC requirements for a new system. The proposed system could be permitted as a retro-fit to an existing system and would provide a less than desirable drainage improvement to the area and downstream receiving waters.

If the county were to purchase the additional lots in question, we would have the area required to design/construct a system which would meet current NFWFMD Water Quality Requirements and current Escambia County stormwater attenuation requirements. The system would provide 1" of treatment for the 40 + acre contributing basin and attenuate runoff from a 25 year storm which would result in a substantial drainage improvement to the area and downstream receiving waters.

I have attached our conceptual stormwater narrative for your review. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Thomas G. Hammond, Jr.', written over a faint grid background.

Thomas G. Hammond, Jr., PE
President

Attachments



HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Brookhollow Subdivision @ 10 Mile Road Pond & Drainage Project

Stormwater Narrative

February 3, 2011

Existing Drainage Conditions

Brookhollow Subdivision was platted in 1976. It appears offsite contributing runoff, natural drainage patterns, jurisdictional wetlands, and flood plains were not addressed in the original design resulting in flooding of lots and homes in significant rainfall events.

Approximately 40.00 acres contribute to runoff entering the Brookhollow Subdivision from the southeast. Over time the runoff has ponded up on lots 5, 6, and 7, block B. Though the geotechnical report shows soils in this area are not hydric, a portion of the area is considered jurisdictional wetlands. This leads us to believe that the area was uplands at one time, but has become wetlands due to the amount of runoff flowing through the area over time.

The existing Modified Type A curb inlet located at the southeast corner of the Haley Lane & Eagle Street intersection is the first point that stormwater runoff is collected. There is an existing 18" RCP exiting this inlet running to the inlet located on the west side of Haley Lane. This pipe has the capacity to carry approximately 11.00 cfs. Theoretically, the peak runoff from a 25 year design event entering the Mod. A curb inlet is 43.50 cfs.

Design Option 1

Option 1 would be to build a stormwater pond on lots 5, 6, and 7, block B. It is our understanding the county has purchased these lots or is in the process of doing so. The pond would have a top elevation of 108.00 and a bottom elevation of 104.50. The bottom elevation would allow enough relief to install a sand filter system that could discharge into the previously referenced Modified Type A curb inlet. The filter would treat the first ¼" of runoff from the 40.0 acre contributing basin which does not meet NFWMD requirements.

The proposed pond would **NOT** attenuate the runoff from a 25 year design storm. However, the pond reduces the peak runoff rate from a 25 year critical duration event by 30 percent. The below table indicates the percentage of runoff reduced for the given design storm:

<u>Design Storm</u>	<u>Peak runoff reduced by</u>
2 year	57%
5 year	45%
10 year	36%
25 year	30%
50 year	24%
100 year	21%

The pond would have a concrete weir that would discharge runoff over the back of curb into the Halsey Lane roadway as it currently does today.

In summary, this option would provide stormwater treatment of the first ¼ inch over the 40.0 acre contributing basin area and would reduce the amount of runoff flowing into the existing conveyance system and roadway by 30% in a 25 year critical duration event.

Design Option 2

Option 2 would require the county to purchase an additional two (2) lots (8 and 9, block B). The pond top and bottom elevation would be the same as option 1. However, the additional pond area would allow for a sand filter system which would treat the first 1” over the 40.0 acre basin area which would meet NFWMD requirements.

The proposed pond **WOULD** attenuate the runoff from a 25 year critical duration event. The pond would have an inlet type discharge structure which would discharge runoff into above referenced inlet at a peak rate of 10.98 cfs.

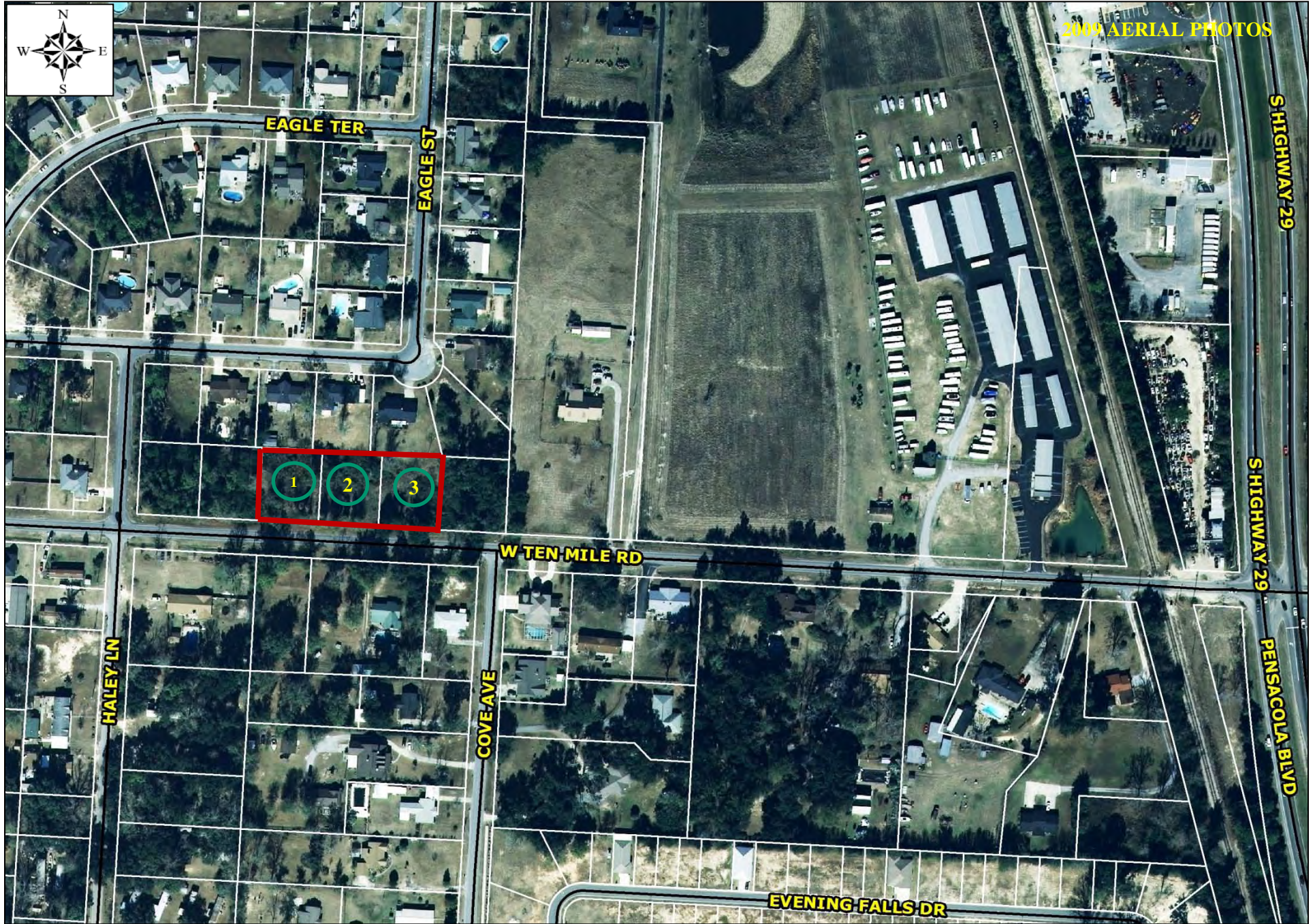
In summary, this option would provide stormwater treatment of the first 1 inch over the 40.0 acre contributing basin area. The pond would attenuate the runoff from a 25 year critical duration event.

Wetland Impacts

Both options would create 0.51 acres of jurisdictional wetland impacts on lots 5, 6, and 7, block B. The following items could be offered as mitigation:

1. Create 0.25 acres of wetlands on lot 29, block A which was also to be purchased by the county.
2. Enhancement of the existing jurisdictional wetlands located on lot 29, block A.
3. As it exists today, we have a direct discharge of untreated runoff from a 40.0 ac suburban developed area into waters of the state. Both of the above options provide stormwater quality improvement from what exist today.

PROPOSED ACQUISITION / PARKER CUSTOM BUILT HOMES PROPERTY / TEN MILE ROAD



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 5



THREE PARCELS OWNED BY PARKER CUSTOM BUILT HOMES, INC. (APPROX. 1.5 ACRES)
PARCEL # 1 (21-1N-30-3500-004-002 / ACCOUNT # 110565315) / 0.35 ACRES
PARCEL # 2 (21-1N-30-3500-003-002 / ACCOUNT # 110565310) / 0.35 ACRES
PARCEL # 3 (21-1N-30-3500-002-002 / ACCOUNT# 110565305) / 0.35 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1471

County Administrator's Report Item #: 11. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Lease of Property for the Perdido Key Fire Station

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of Property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Perdido Fire Station – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the lease of property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Perdido Key Fire Station:

- A. Approve the Release of Lease No. 3650 to terminate the existing Lease for the property, due to expire in 2018;
- B. Approve the Lease Agreement, Lease Number 4685, for a 30-year lease of the same property, due to expire in 2041, for an annual administrative fee of \$300; and
- C. Authorize the Chairman to sign both documents.

[Funding Source: Fund 143, Fire Protection / Cost Center 330206, Fire Dept. Pd. / Object Code 54901, Other Current Charges and Obligations]

BACKGROUND:

In its meeting held June 28, 1988, the Board approved a lease agreement (Lease No. 3650) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for an approximate 2 acre parcel of property in the southeast corner of the State Park on Perdido Key. The purpose of the lease agreement was for the establishment and operation of a combined community center and fire station. The term of the lease was for 30 years. Plans are currently underway to build a new fire station and community center on the existing site, funded by Local Option Sales Tax. With only 7 years remaining on the existing lease, the County Attorney recommended that a new 30 year lease be requested from the State. The *Release of Lease No. 3650* releases Escambia County from the terms of the existing agreement. *Lease Agreement, Lease Number 4685*, provides for a 30 year lease of the property, through 2041, effective once executed by the State. The new lease agreement contains the same provision as the existing one for Escambia County, as Lessee, to pay the State an annual administrative fee of \$300.

BUDGETARY IMPACT:

The new lease agreement contains the same provision as the existing one for Escambia County, as Lessee, to pay the State an annual administrative fee of \$300. Funding is available in Fund 143, Fire Protection; Cost Center 330206, Fire Dept. Pd.; Object Code 54901, Other Current Charges and Obligations.

LEGAL CONSIDERATIONS/SIGN-OFF:

The *Release of Lease No. 3650* and the *Lease Agreement, Lease Number 4685* have been reviewed by Assistant County Attorney Stephen West and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC approval is required on all Agreements and Leases.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board, Escambia County Fire Rescue will forward the signed documents to the State for final signature on behalf of the Board of Trustees.

Attachments

Release of Lease 3560

Lease Agreement, Lease Number 4685

The BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereby consents to the foregoing Release of Lease this _____ day of _____, 20__

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)

Gloria C. Barber, Operations
and Management Consultant
Manager, Bureau of Public
Land Administration, Division
of State Lands, State of Florida
Department of Environmental
Protection

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

BEGINNING AT THE SOUTHEAST CORNER OF PERDIDO KEY COVES, UNIT NO. 1. A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 7 AT PAGE 26 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN N 00°05'21" W ALONG SAID WESTERLY LINE OF SECTION 33 FOR 300.00 FEET; THENCE RUN N 77°07'54" E FOR 300.00 FEET; THENCE RUN S 00°05'21" E FOR 300.00 FEET TO THE NORTHERLY R/W LINE OF S.R. 292 (100' R/W); THENCE RUN S 77°07'54" W ALONG SAID NORTHERLY R/W LINE OF S.R. 292 FOR 300.00 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.00 ACRES, MORE OR LESS.

Page 13 of 13
Lease No. 3650

BSM APPROVED
By 41 Date 7-7-11

Page 3 of 3
Release of Lease No. 3650

Revised 05/09

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4685

THIS LEASE AGREEMENT, made and entered into this _____ day of _____ 20__, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and ESCAMBIA COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Escambia, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of 30 years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of a firefighting and emergency response station, public emergency shelter and staging area for emergency response equipment, community center, and administrative offices for government and non-profit organizations that are organized for the purposes of promoting community interest and welfare, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan

shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.
10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.
12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the

property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to

failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public

utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Escambia County, Florida
Office of the County Administrator
221 Palafox Place
Pensacola, Florida 32502

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted

by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or

any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of

State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure

that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period

extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Witness

Print/Type Name

Witness

Print/Type Name

STATE OF FLORIDA
COUNTY OF LEON

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS AND
MANAGEMENT CONSULTANT MANAGER
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

BEGINNING AT THE SOUTHEAST CORNER OF PERDIDO KEY COVES, UNIT NO. 1. A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 7 AT PAGE 26 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN N 00°05'21" W ALONG SAID WESTERLY LINE OF SECTION 33 FOR 300.00 FEET; THENCE RUN N 77°07'54" E FOR 300.00 FEET; THENCE RUN S 00°05'21" E FOR 300.00 FEET TO THE NORTHERLY R/W LINE OF S.R. 292 (100' R/W); THENCE RUN S 77°07'54" W ALONG SAID NORTHERLY R/W LINE OF S.R. 292 FOR 300.00 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.00 ACRES, MORE OR LESS.

BSM APPROVED
By AA Date 7-7-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1521

County Administrator's Report Item #: 11. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Contract with Workforce Escarosa, Inc. for Supplemental Nutrition Assistance Program (SNAP)

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program, SNAP #2011-2012-01 - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2011-2012-01:

A. Approve the Contract between Workforce Escarosa, Inc., and the County for SNAP, SNAP #2011-2012-01, for the period of October 1, 2011, through June 30, 2012, in the amount of \$143,000; and

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

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. has the responsibility for the administration of the SNAP programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board contracts as a service provider in administering SNAP, which is one of many components under WIA.

SNAP, formerly Food Stamp Employment and Training or FSET, is designed to provide employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 thru 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work.

BUDGETARY IMPACT:

Funding for the Contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement. The Management and Budget Services Department will prepare the Supplemental Budget Amendment for recognizing and allocating these funds for use.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorneys Office has approved the Contract as to form and legal sufficiency.

PERSONNEL:

Staff hired under this contract will provide all program services. The Department of Community Affairs, Human Assistance Division will maintain administrative oversight of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. Also, Board policy requires approval of all such contracts.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs, Human Assistance Division will continue to coordinate with Workforce Escarosa, Inc. on matters concerning this contract.

Attachments

Supplemental Nutrition Assistance Program Contract, SNAP #2011-2012-01

**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC. AND THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP #2011-
2012-01**

WHEREAS, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Food Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

WHEREAS, the Escambia County Board of County Commissioners, Department of Community Affairs, Community Services Division (BCC), through the administration of the Workfare Program has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

- A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Agency for Workforce Innovation (AWI), to wit:
1. Provide staff for Job Development/Case Management services, in support of the following:
 - a) The Escarosa Career Center on "L" Street and the Milton Career Center are routinely open to the public between 8:00 a.m. and 5:00 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
 - b) Provide case management and counseling services to SNAP participants who have been determined eligible for SNAP activities to include career counseling, identifying barriers to employment, educational/skills assessments, follow-up services and other related services which will assist the participant in meeting required work participation hours.
 - c) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding SNAP participant activities progress and outcomes. Reports may include, but are not limited to, the

following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Agency for Workforce Innovation (AWI), or local Regional Workforce Board (WFI).

- d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
 - e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
 - f) Document via counseling notes participant contact, progress achieved, and problems encountered.
 - g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who choose to participate.
 - h) Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
 - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
 - j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.

II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$143,000 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$143,000 cannot be over expended.
- B. The amount of \$143,000 may be reduced or increased dependent upon final allocation and availability of funds.

All monthly invoices must be received by the 15th of the following month for the previous month's billings.

- C. Documentation for reimbursement shall include an invoice and the following:
 - 1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.
- G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

Note: All of the above expenses must be for services provided by this contract for SNAP participants.

III. COMPENSATION AND TIME PERIOD

This contract shall become effective on October 1, 2011, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, June 30, 2012.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT

The total amount of funds accessible by BCC under this contract is \$143,000 payable only upon receipt of stipulated items in Section II of this contract.

X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

XI. CONTRACT LIABIITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work,

wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of SNAP and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to SNAP and the regulations as assigned by Escarosa.

BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XIX. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with SNAP regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. SNAP and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Agency for Workforce Innovation (AWI), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

AWI	Agency for Workforce Innovation
BCC	Escambia County Board of County Commissioners
USDA	United States Department of Agriculture
CONTRACTOR	Escambia County Board of County Commissioners
ESCAROSA	Workforce Escarosa, Inc.
ISS	Individual Service Strategy
WFI	Workforce Florida, Inc.
SNAP	Supplemental Nutrition Assistance Program

XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards as Florida is a waiver state, and participation by Food Stamp recipients is voluntary and no longer work mandatory.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

Is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms
Executive Director
Workforce Escarosa, Inc.
9111 Sturdevant Street, Suite A
Pensacola, FL 32514
Phone: (850) 473-0939
FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Marilyn Wesley
Director
Department of Community Affairs
Community Services Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3123
FAX: (850) 595-4431

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and Workforce Escarosa, Inc." If the sponsorship reference is in written material, the words Escarosa Workforce, Inc. shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement “**equal opportunity employer/program**” and that “**Auxiliary aids and services are available upon request to individuals with disabilities.**”

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC’s procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- *Budget Summary
- *Anti-Lobbying Statement
- *Civil Rights Act Statement
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *American with Disabilities Act Facilities Assurance
- *Drug Free Workplace
- *Grievance Procedure Form

XXXII. ANTI-LOBBYING

No funds made available under SNAP shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no SNAP funds will be used to assist or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

A. Contracting Agency shall have unlimited rights in:

1. Data first produced in the performance of this contract;
2. Form, fit, and function data delivered under this contract;
3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
4. All other data delivered under this contract.

- B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

XXXVII. SECTARIAN ACTIVITIES

BCC agrees that participants funded under SNAP shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. SNAP funds cannot be expended on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

XXXIX. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

Date: _____

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

WORKFORCE ESCAROSA, INC.

By: Susan B. Nelms
Susan B. Nelms, Executive Director

Date: 9/15/11

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 8/31/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1404

County Administrator's Report Item #: 11. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Comdata MasterCard Corporate Card Agreement for the Public Safety Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Comdata MasterCard Corporate Card Agreement for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Comdata MasterCard Corporate Card Agreement:

- A. Approve the Agreement which will allow the Public Safety Department to continue the use of fuel cards for its fleet vehicles; and,
- B. Authorize the County Administrator to sign the Agreement and any related documents.

[Funding Source: Fund 001, General Fund, Cost Center 330402, Emergency Management; Fund 110, Other Grants & Projects, Cost Center 330412, DCA-Civil Defense GRT2012; Fund 143, Fire Protection Fund, Cost Center 330206, Fire Dept Pd; Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations]

BACKGROUND:

Comdata held the State of Florida Fuel Services Contract until it expired March 15, 2011. The Public Safety Department, through County Purchasing, established an account with the company in December 2007, and has found its services desirable and highly superior to companies used in the past. Fuel cards of previous companies were inconvenient because of their high rate of decline at service locations. The Department currently uses the cards, which are specific to fuel and vehicle service, for employees and Volunteer Firefighters traveling on County-related business who do not hold a County purchasing card. In addition, Fire Rescue uses the cards in-County for fueling of fire apparatus not stationed close to a County fueling station.

The company offers a discount for fuel and real-time tracking of expenditures which are identified on invoices by assigned employee ID and vehicle.

BUDGETARY IMPACT:

Funding for fuel is budgeted in the operating supplies accounts of 001/330402 (Emergency Management), 110/330412 (DCA-Civil Defense Grant), 143/330206 (Fire-Rescue), and 408/330302 (EMS). Comdata fuel expenses through June of the current fiscal year total \$10,342 for all cost centers.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Comdata Card Agreement



Comdata MasterCard Corporate Card[®] Agreement

CUSTOMER INFORMATION

Account #: _____

Company Name: Escambia County Board of County Commissioners

Address: 221 Palafox Place, Suite 400

City: Pensacola State: Florida Zip: 32502

Billing Address (If different from above): Public Safety Department, 6575 N W Street, Pensacola, FL 32505

Telephone: 850-471-6400 Fax #: 850-471-6455

Contact Name: Trisha K. Pohlmann Billing Attention To: Lori K. Mosley

Comdata Representative: Trisha K. Pohlmann FID #: 59-6000598

MASTERCARD CORPORATE CARD[®] AGREEMENT

Terms and Conditions (For Business Use Only)

This Agreement is made and entered into by and between Comdata Network, Inc. ("Comdata") and the Customer named above, relating to the establishment of an account with Comdata pursuant to the terms and conditions set forth herein.

- Nature of Account and Card Use.** Comdata will provide Customer with an account through the use of which Customer may access the financial information and other services provided for herein ("Account"). In connection with the Account, Comdata, in accordance with Customer's request, shall provide special MasterCard Corporate Cards[®] ("Cards"), which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Comdata, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either Comdata, the Issuing Bank or MasterCard pays as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. Comdata or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.
- Credit Limit.** Comdata will advise Customer of its available credit limit for the Account, as the same may be changed from time to time, and may require security for the performance of Customer's payment obligations. Customer shall not allow its unpaid balance, including fees and other charges on the Account, to exceed its credit limit. If Customer exceeds its credit limit, then Comdata may request immediate payment, suspend service, and charge additional service fees, including, without limitation, an over limit fee of \$50.00 and an Account reinstatement fee of \$15.00.
- Payment Terms.** (a) Customer shall be responsible for credit extended on the Account. **The total amount shown on each Account statement is due and payable by the due date shown on the statement.** This amount includes current transactions, applicable fees as set forth below, applicable service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee of 80 basis points and a MasterCard currency conversion assessment fee of 20 basis points. Customer agrees to pay a late payment charge on past due balances of \$75.00 or the maximum amount permitted by applicable law, whichever is less. Comdata reserves the right to charge a returned check fee of twenty dollars (\$20) or the maximum amount permitted under applicable law, whichever is less.
(b) In the event that Comdata engages the services of a collection agency or an attorney to preserve, protect, enforce or defend its rights under this Agreement or relating to use of the Cards, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.
- Statements, Reporting and Maintenance.** Billing statements and reports are available on-line. At Customer's request, Comdata will provide paper copies of billing statements and reports for a fee of \$20.00 per billing cycle. Customer understands and agrees that Comdata may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer. Comdata will charge Customer an account maintenance fee of \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular card and for credit limit or current day activity inquiries by Customer.
- Credit Information.** Customer authorizes Comdata to make any credit investigations Comdata deems necessary or appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. Comdata may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information.
- Change of Terms; Termination.** Comdata may change the terms of this Agreement at any time. Comdata will notify Customer of any changes. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying Comdata before the effective date of the change, returning all Cards to Comdata and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written or telephone notice to the other party.
- Disputed Item.** Customer must notify Comdata in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Comdata is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Comdata and settle the dispute directly with the merchant. Comdata is not responsible if any merchant refuses to honor the Card.
- Default and Remedies.** In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions hereof, Comdata shall have the right to immediately suspend the Account until such breach is cured. In



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1503

County Administrator's Report Item #: 11. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: First Amendment to Agreement for Repair and Maintenance of Microwave Systems and Fixed Equipment

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Amendment to the Agreement between the Escambia County Board of County Commissioners and Motorola Solutions, Inc.. (f/k/a Motorola Communications and Electronics, Inc.) for Repair and Maintenance of Microwave Systems and Fixed Equipment - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the First Amendment to the Agreement between the Escambia County Board of County Commissioners and Motorola Solutions, Inc. (f/k/a Motorola Communications and Electronics, Inc.) for Repair and Maintenance of Microwave Systems and Fixed Equipment:

- A. Approve the First Amendment to delete the requirement for the County to provide 30 days written notice to cancel or renew the 2009 Agreement (for PD 08-09.047), to enable extension of the Fiscal Year 2011 Service Agreement with Motorola (\$9,965 per month), until the project to upgrade the County-wide emergency communications system (P25) is complete and warranty commences for covered equipment; and
- B. Authorize the Chairman to sign the First Amendment.

[Funding: Fund 001, General Fund; Cost Center 330403, Communications; Object Code 54601, Repairs & Maintenance]

BACKGROUND:

On September 4, 2009, the Board awarded a 3 year contract (PD 08-09.047) to Motorola for the provision of repair and maintenance of the County's microwave communications systems, fixed communications equipment (UHF/VHF/800), and dispatch at an annual cost of \$119,580. In October 2010, the Board approved a project to upgrade the County-wide emergency communications system (P25) which will replace much of the equipment covered by PD 08-09.047. Once P25 is completed and accepted by the County, the equipment will be covered by the manufacturer warranty. There will be no need for the repair and maintenance agreement during the warranty period. Since acceptance of P25, anticipated early 2012, may not allow us to provide written notice 30 days in advance of our need to cancel, Motorola has agreed to extend the FY11 Service Agreement, at a monthly cost of \$9,965, until such time as it receives notification of the County's intent to cancel the contract.

BUDGETARY IMPACT:

Funding is allocated in the FY12 budget in the repair and maintenance account of Fund 001, General Fund; Cost Center 330403, Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has approved the First Amendment as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements binding the County require Board approval.

IMPLEMENTATION/COORDINATION:

Public Safety Department will issue a purchase requisition for the purpose of paying for this service and will provide Motorola the required notice of cancellation upon the County's acceptance of P25.

Attachments

First Amendment to Agreement w/Motorola for Repair and Maintenance of Microwave Systems

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND MOTOROLA SOLUTIONS, INC. (f/k/a MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC.) FOR REPAIR AND MAINTENANCE OF MICROWAVE SYSTEMS AND FIXED EQUIPMENT

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on 3rd day of September, 2009, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Motorola Solutions, Inc. (f/k/a Motorola Communications and Electronics, Inc., a for profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as 'Motorola,' or 'contractor') with administrative offices located at 1301 East Algonquin Road, Schaumburg, Illinois, 60196, (each at times being referred to as "party" or "parties").

WITNESSETH

WHEREAS, on September 3, 2009, the County entered into an agreement with Motorola to provide repair and maintenance services for County's microwave communication systems, fixed communications equipment, and dispatch; and

WHEREAS, by mutual agreement the Parties have revised certain provisions of the Agreement relating to the renewal and termination of the Agreement; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. That the recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. That paragraph 3.1 shall be amended as follows:
 - 3.1 The initial term of this Agreement shall be a period of one (1) year commencing on October 1, 2009. Thereafter, this Agreement may be renewed for three (3) additional twelve (12) month periods, up to a maximum renewal of thirty-six (36) months upon mutual agreement of the Parties. The County shall provide ~~thirty (30) days~~ written notice of its intent to renew or cancel ~~prior to the expiration~~ of the Agreement.
3. That paragraph 4.2 shall be amended as follows:

4.2 County may terminate this Agreement, with or without cause, upon thirty ~~(30) days prior providing~~ written notice to Contractor.

4. That the Parties hereby agree that all other provisions of the Agreement of September 3, 2009, that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

5. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

6. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in any State or Federal Court in the State of Florida.

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 Motorola Solutions, Inc., by and through its representative, duly authorized to execute same on the ____ day of _____, 2011.

This document approved as to form and legal sufficiency.

By: *Ernie Lee Magaha*
Title: ACB
Date: 9/14/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

Date: _____

MOTOROLA SOLUTIONS, INC.:

By: *Thomas Slaughter*
Thomas Slaughter, North Florida
Customer Service Manager

Date: 09/21/2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1430

County Administrator's Report Item #: 11. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Second and Final Payment for Awarded State EMS County Grant C0017

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second and Final Payment for Awarded State EMS County Grant C0017 - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to sign the Request for Grant Fund Distribution to enable the Florida Department of Health, Bureau of Emergency Medical Services (EMS) to release the second and final payment for awarded State EMS County Grant C0017, in the amount of \$19,434, for the purpose of improving and expanding pre-hospital emergency medical services.

BACKGROUND:

In its meeting held April 7, 2011, the Board approved the *EMS County Grant Application* and *Request for Grant Fund Distribution* to enable the release of the first of two grant payments awarded by the Florida Department of Health, Bureau of Emergency Medical Services. The first payment, \$22,274, reflected 45% of funds Escambia County deposited in the State EMS Trust Fund between July 1, and December 31, 2010. The second payment, \$19,434, reflects the same percentage of funds deposited between January 1, and June 30, 2011.

The Florida Department of Health, Bureau of Emergency Medical Services is authorized to provide this grant to Escambia County by section 401.113(2), upon receipt of a budget, by 5:00 p.m., October 12, 2011, which totals the exact amount of the grant payment and a completed *Request for Grant Fund Distribution*. The items budgeted for expense of the award will improve and expand pre-hospital emergency medical services in Escambia County.

BUDGETARY IMPACT:

This second allocation of the grant award will have a positive financial impact for Escambia County EMS. This award will allow EMS to purchase items identified in the grant budget for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the document and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to Board action, the appropriate response will be taken with regard to this grant.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

EMS Awards Budget and GFD Forms

BUDGET PAGE

A. Salaries and Benefits

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	\$0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay. (see next category).

List the item and, if applicable, the quantity	Amount
5) PPE - Rain gear (jacket w/hood and pants w/reflective tape on both pieces) - 155 sets	\$9,000.00
6) PPE - Breakaway safety vests w/reflective tape - 155 each	\$2,200.00
7) Protective cover for cooling unit - 1 each	\$250.00
8) Emergency & Critical Care pocket guide - 60 each	\$1,100.00
9) Map Books - 50 each	\$1,748.00
10) R-Aid Bags for SWAT Medics - 6 each	\$600.00
11) Target Safety licenses - 10 each	\$750.00
TOTAL	\$15,648.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
12) Portable Evaporative Cooling Unit - 1 each	\$3,000.00
13) Trailer to transport cooling unit - 1 each	\$786.00
TOTAL	\$3,786.00
Grand Total	\$19,434.00

Florida Department of Health
EMS Grant Program

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F.S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Escambia County EMS

Mailing Address: 221 Palafox Place, Suite 400

Pensacola, FL 32502-5837

Federal Identification number VF-59-6000598

Authorized Official: _____

Signature Date ATTEST:

Kevin W. White, Chairman, Escambia County Board of County Commissioners

Type Name and Title

Sign and return this page with your application to:

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

BCC Approved: _____

Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only.

Grant Amount For State To Pay: \$ _____ Grant ID Code: **C0017**

Approved By: _____
Signature of EMS Grant Officer Date

State Fiscal Year: _____

Organization Code E.O. OCA Object Code
64-42-10-00-000 750000

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 9/7/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1458

County Administrator's Report Item #: 11. 35.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Program Participation Agreement with Pathways for Change, Inc.,

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Program Participation Agreement with Pathways for Change, Inc.. for Fiscal Year 2011-2012 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida (County) [Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]:

- A. Approve the Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2011/2012 up to \$140,000 to the Program (the "County Contribution"). The County contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors,
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/ Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as "PFC".

BUDGETARY IMPACT:

Funding is available from the General Fund 001, Cost Center 110201, Object Code 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PFC Agreement 2011-2012

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of September, 2011, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. Escambia County's Contribution. The County agrees to contribute up to \$140,000.00 to the Program (the "County Contribution") for fiscal year 2011/2012. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator

7. Transition Manager
8. After Care Specialist/ Director of Alumni

(b) Mentor Incentives and Miscellaneous Expenses. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2011/2012). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. Audit. PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. Annual Report. PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. Term and Termination. The term of this Agreement shall commence on October 1, 2011 and shall terminate on September 30, 2012. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

7. Entire Agreement. This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or

written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. Funding Contingency. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. Indemnification. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. 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: Pathways for Change, Inc. Attention: Constance Bookman 1211 West Fairfield Avenue Pensacola, Florida 32501	To: Escambia County Corrections Bureau Attention: Gordon Pike, Bureau Chief 2251 North Palafox Street Pensacola, Florida 32501
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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.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. Compliance with Federal Civil Rights Obligations. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

- a. Federal Civil Rights Laws: Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin,

religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. Americans with Disabilities Act: Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <http://www.lep.gov>.
- d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious

activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.
- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

IN WITNESS WHEREOF, the parties have executed this Assignment and Amendment to Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners

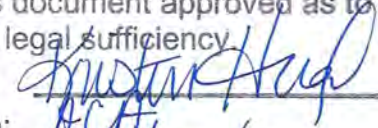
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT


Deputy Clerk

(SEAL)

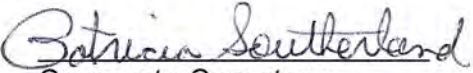
This document approved as to form and legal sufficiency

By: 
Title: ACH
Date: 9/9/11

PATHWAYS FOR CHANGE, INC., a
Florida not for profit corporation

By: 
Michael Carro, Director

ATTEST:


Corporate Secretary

(Corporate Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1485

County Administrator's Report Item #: 11. 36.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval to Issue FY 11-12 Purchase Orders in Excess of \$50,000

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2011-2012 for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2011-2012, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements as provided below, for the Corrections Bureau.

A. Community Corrections

<u>Vendor/Contractor</u>	<u>Amount</u>
1. ProTech Monitoring Vendor # 165134 Electronic Monitoring(GPS) Fund: 114 Cost Center: 290303	\$250,000
2. Trinity Services Vendor # 202723 Meals for Work Release Inmates Fund: 114 Cost Center: 290305	\$200,000

B. Road Prison

<u>Vendor/Contractor</u>	<u>Amount</u>
1. US Food Service Vendor # 210315 Miscellaneous Food Items Fund: 175 Cost Center: 290202	\$80,000
2. Sysco Foods Vendor # 196366 Miscellaneous Food Items	\$70,000

Fund: 175
Cost Center: 290202

3. Kimbles Food by Design \$165,000
Vendor # 110824
Commissary Items
Fund: 175
Cost Center: 290205

BACKGROUND:

Issuance of these Purchase Orders is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County. These allocations are included in the Fiscal Year 2011-2012 Budget.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Bureau will issue purchase requisitions in accordance with the FY 2011/2012 budget adopted by the Board.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1501

County Administrator's Report Item #: 11. 37.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Individual or Blanket Purchase Orders per PD 10-11.065 General Paving and Drainage Pricing Agreement

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 401, Solid Waste Fund, Cost Centers: 230304, 230306, 230307, 230308, 230309, 230314, and 230315

BACKGROUND:

The Invitation to Bid (ITB) for PD 10-11.065 General Paving & Drainage Agreement was approved by the Board of County Commissioners on 09/15/2011. This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000.00, with the value of a project exceeding no more than 10% in BOL items. The pricing agreement is a unit price agreement with multiple vendors.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Centers: 230304, 230306, 230307, 230308, 230309, 230314, and 230315

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Solid Waste Management Department shall perform the function of Contract Administration and Management with the assistance of the Office of Purchasing for specific needs.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars (\$50,000) or greater.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Minutes 09152011

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
S. Ward International Trucks, LLC Vendor Number: 230580 Fire Apparatus Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	
T. Whitman & Whitman, Inc. Vendor Number: 232613 Insurance Fund: 143 (Fire Protection) Cost Center: 330206	\$320,000	

Approved 4-0, with Commissioner Valentino absent, with the exception of Item M

Item M approved 3-0, with Commissioner Valentino absent and Commissioner Robertson abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)

35. **Recommendation:** That the Board award Unit Price Contract PD 10-11.065, "General Paving & Drainage Pricing Agreement," to Panhandle Grading & Paving, Inc.; APAC Mid-South, Inc.; Utility Service Co., Inc.; Gulf Atlantic Constructors, Inc.; Heaton Brothers Construction, Co., Inc.; Starfish, Inc., of Alabama; and Roads, Inc., of NWF, for a term of 36 months, effective October 1, 2011, for an annual amount per vendor not to exceed \$2,000,000 (Funding: Fund 333, "New Road Construction," Cost Center 210204; Fund 351, "Local Option Sales Tax II," Cost Center 210105; Fund 352, "Local Option Sales Tax III," Cost Center 210107; Fund 352, "Local Option Sales Tax III", Cost Center 210802/350229; Fund 181, "Master Drainage Basins," Cost Centers 210719 through 210736; Fund 175, "Transportation Trust Fund," Cost Center 210304; and Fund 001, "SRIA," Cost Center 211106).

Approved 4-0, with Commissioner Valentino absent



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1511

County Administrator's Report Item #: 11. 38.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2011/2012 Purchase Orders in Excess of \$50,000 for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders (in excess of \$50,000), for Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Solid Waste Management Department.

BACKGROUND:

The issuance of these purchase orders during the first week in October 2011 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the aforementioned Purchase Orders is available in various accounts.

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:

The Solid Waste Management Department has coordinated with the Office of Management and Budget, and will work with Purchasing Division staff to prepare purchase orders as needed.

Attachments

Purchase Order Listing FY 11/12

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

Vendor/Contractor	Amount	Contract #
1. Aero Training and Rental Vendor Number: 011039 Improvements other than Buildings and Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects)	\$ 100,000.00	
2. Alabama Pipe and Supply Vendor Number: 011293 Repairs and Maintenance/Operating Supplies/ Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230315 (Projects)	\$ 100,000.00	
3. Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 175,000.00	
4. Consolidated Pipe and Supply Vendor Number: 034547 Operating Supplies/Rental/Repairs and Maintenance/Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
5. Cowin Equipment Vendor Number: 034900 Rental/Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	
6. EQ – The Environmental Quality Vendor Number: 051337 Household Hazardous Waste Collection & Disposal Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station)	\$ 200,000.00	PD 08 09.070
7. Emerald Coast Utilities Vendor Number: 050856 Industrial Billing Charges Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station)	\$ 250,000.00	
8. Geo Syntec Consultants Vendor Number: 071236 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 200,000.00	PD 05-06.041
9. Gulf Coast Marine Supply, Inc. Vendor Number: 072695 Repairs and Maintenance/Operating Sup. Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230315 (Projects)	\$ 100,000.00	

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

Vendor/Contractor	Amount	Contract #
10. Gulf Power Co. Vendor Number: 073400 Utility Services Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 350,000.00	
11. HDR Engineering, Inc. Vendor Number: 080064 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	PD 05-06-041
12. Innovative Waste Consulting Services Vendor Number: 090676 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 05-06-041
13. ISCO Industries, LLC Vendor Number: 091311 Operating Supplies/Repairs and Maintenance/Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects)	\$ 100,000.00	

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
14. Jones Edmunds & Assoc. Vendor Number: 100699 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	PD 05-06-041
15. LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance Fund: 401 Cost Center: 230308 (Gas to Energy)	\$ 100,000.00	
16. Little Tire Hauling, Inc. Vendor Number: 121162 Other Contractual Services Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	\$ 150,000.00	
17. Panhandle Grading & Paving Vendor Number: 160114 Various Road Materials Pricing Agreement and Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 600,000.00	
18. Pittman Glaze & Associates, Inc. Vendor Number: 164269 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 02-03.79

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

Vendor/Contractor	Amount	Contract #
19. Roads, Inc. Vendor Number: 182328 Various Road & Materials Pricing Agreement and Repairs and Maintenance. Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307(Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 600,000.00	
20. SCS Engineers Vendor Number 190025 Professional Services Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 05-06.041
21. SETCO, Inc. Vendor Number: V0000393 Repair and Maintenance Fund: 401 Cost Center: 230307 (Transfer Station)	\$ 100,000.00	
22. Sigma Engineering Vendor Number: 192991 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 200,000.00	PD 05-06.041
23. Southern Haulers, LLC. Vendor: 194127 Other Contract Services Fund: 401 Cost Center: 230307 (Transfer Station)	\$ 1,500,000.00	

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
<p>24. SWS First Response Vendor Number: 196356 Improvements other than Buildings Fund: 401 Cost Center: 230304(EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)</p>	<p>\$ 50,000.00</p>	
<p>25. Temporary Personnel Solutions, Inc. Vendor Number: 200939 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)</p>	<p>\$ 300,000.00</p>	<p>PD 09-10.008</p>
<p>26. Terracon Consultants, Inc. Vendor Number: 200951 Professional Services Fund: 401 Cost Center: 230304(EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)</p>	<p>\$ 50,000.00</p>	<p>PD 05-06.041</p>
<p>27. Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)</p>	<p>\$ 700,000.00</p>	<p>Single Source</p>

**SOLID WASTE MANAGEMENT DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000
FISCAL YEAR 2011-2012**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
28. URS Corporation Vendor Number: 210113 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230315 (Projects) Cost Center: 230309 (Closed Landfills) Cost Center: 230307 (Transfer Station) Cost Center: 230316 (Saufley Field)	\$ 50,000.00	PD 05-06.041
29. URS Corporation Vendor Number: 210113 Professional Services for Water Quality Monitoring, Sampling & Analysis Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230309 (Closed Landfills) Cost Center: 230307 (Transfer Station) Cost Center: 230316 (Saufley Field)	\$ 300,000.00	PD 05-06.031
30. Waste Pro of Florida, Inc. Vendor Number: 231077 Roll-Off Container Hauling Fund: 401 Cost Center: 230306 (Recycling)	\$ 75,000.00	PD 08-09.071



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1515

County Administrator's Report Item #: 11. 39.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval to Issue Fiscal Year 2011 - 2012 Purchase Orders in Excess of \$50,000

From: Michael Rhodes

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, for the Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Parks and Recreation Department.

BACKGROUND:

The issuance of these purchase orders during the first week of October 2011 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Parks & Recreation Department will work with Purchasing Division staff to prepare Purchase Orders.

Attachments

Parks 50K POs

**PARKS & RECREATION DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2011-2012**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Gametime, Inc. Vendor Number 070316 Playground Equipment Fund 001 Cost Center 350226 Fund 351 Cost Center 350213 Fund 352 Cost Center 350223 Fund 352 Cost Center 350229	\$ 400,000.00	
2. Gulf Winds Electric, LLC Vendor Number 073481 Electrical Repair and Maintenance Fund 001 Cost Center 350204 Fund 001 Cost Center 350226 Fund 351 Cost Center 350213 Fund 352 Cost Center 350231 Fund 352 Cost Center 350223 Fund 352 Cost Center 350229	\$ 80,000.00	
3. Oldcastle Lawn & Garden, Inc. Vendor Number 150131 Park Improvement Materials Fund 001 Cost Center 350226 Fund 352 Cost Center 350229	\$ 75,000.00	
4. Pensacola Escambia Clean Community DBA Clean & Green Vendor Number 402053 Collection/Disposal Waste Materials Fund 001 Cost Center 350226 Fund 101 Cost Center 350236 Fund 351 Cost Center 350213 Fund 352 Cost Center 350229	\$ 160,000.00	

**PARKS & RECREATION DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2011-2012**

5. Play Power, LT \$ 100,000.00
Vendor Number 164403
Playground Improvements
Fund 001 Cost Center 350226
Fund 351 Cost Center 350213
Fund 352 Cost Center 350229
6. PRIDE Enterprises \$ 100,000.00
Vendor Number 164981
Park Improvement Materials
Fund 001 Cost Center 350226
Fund 351 Cost Center 350213
Fund 352 Cost Center 350229
7. REP Services, Inc. \$ 75,000.00
Vendor Number 181853
Park Improvements
Fund 001 Cost Center 350226
Fund 352 Cost Center 350229
8. Temporary Personnel Solutions, LLC \$ 160,000.00 PD 09-10.008
Vendor Number 200939
Other Contractual Services
Fund 001 Cost Center 350220
Fund 001 Cost Center 350226
Fund 101 Cost Center 350224
Fund 101 Cost Center 350236
Fund 352 Cost Center 350229
Fund 352 Cost Center 350231



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1476

County Administrator's Report Item #: 11. 40.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Purchase Orders in Excess of \$50,000

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for County Administration for Fiscal Year 2011/2012 - Charles R. "Randy" Oliver, County Administrator

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements, as provided below, for County Administration for Fiscal Year 2011/2012:

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
A. Gentry & Associates, LLC Vendor Number: 071229 State Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101/Professional Services-\$60,000	\$60,000	PD 10-11.055
B. MWW Group Vendor Number: 121846 Federal Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101/Professional Services-\$84,000	\$84,000	PD 10-11.001
C. Securitas Security Services USA, Inc. Vendor Number: 191895 Security Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53401/Contractual Services-\$33,000	\$308,000	PD 10-11.043

Fund: 114 (Miscellaneous and Probation Fund)
Cost Center: 290305
Object Code 53401/Contractual Services-\$60,000

Fund: 115 (Article 5)
Cost Center: 410505
Object Code 53401/Contractual Services-\$215,000

BACKGROUND:

Issuance of these Purchase Orders ensures the continuity of services provided to the Board of County Commissioners through these contracts. Allocations for these expenditures are included in the budget for Fiscal Year 2011/12.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The County Administrator's Office/Corrections Department/Court Administration will issue purchase requisitions appropriate for their cost centers, upon approval by the Board of County Commissioners, in accordance with the adopted FY 2011/2012 budget.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1516 County Administrator's Report Item #: 11. 41.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 10/06/2011
Issue: Street Name Approval - "Lowery Road"
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of "Lowery Road" - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Lowery Road", for a private road running south off of the 1000 Block of West Highway 4, approximately 2/3 of a mile west of Lake Stone Road. One hundred percent of the property owners signed the petition. This street is in Commission District 5.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

One hundred percent of the property owners signed the petition. This is in Commission District 5.

BUDGETARY IMPACT:

Cost of one new street sign, which is \$223.45, will be funded by the Public Works Department / Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201].

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

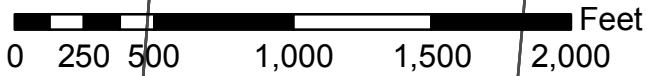
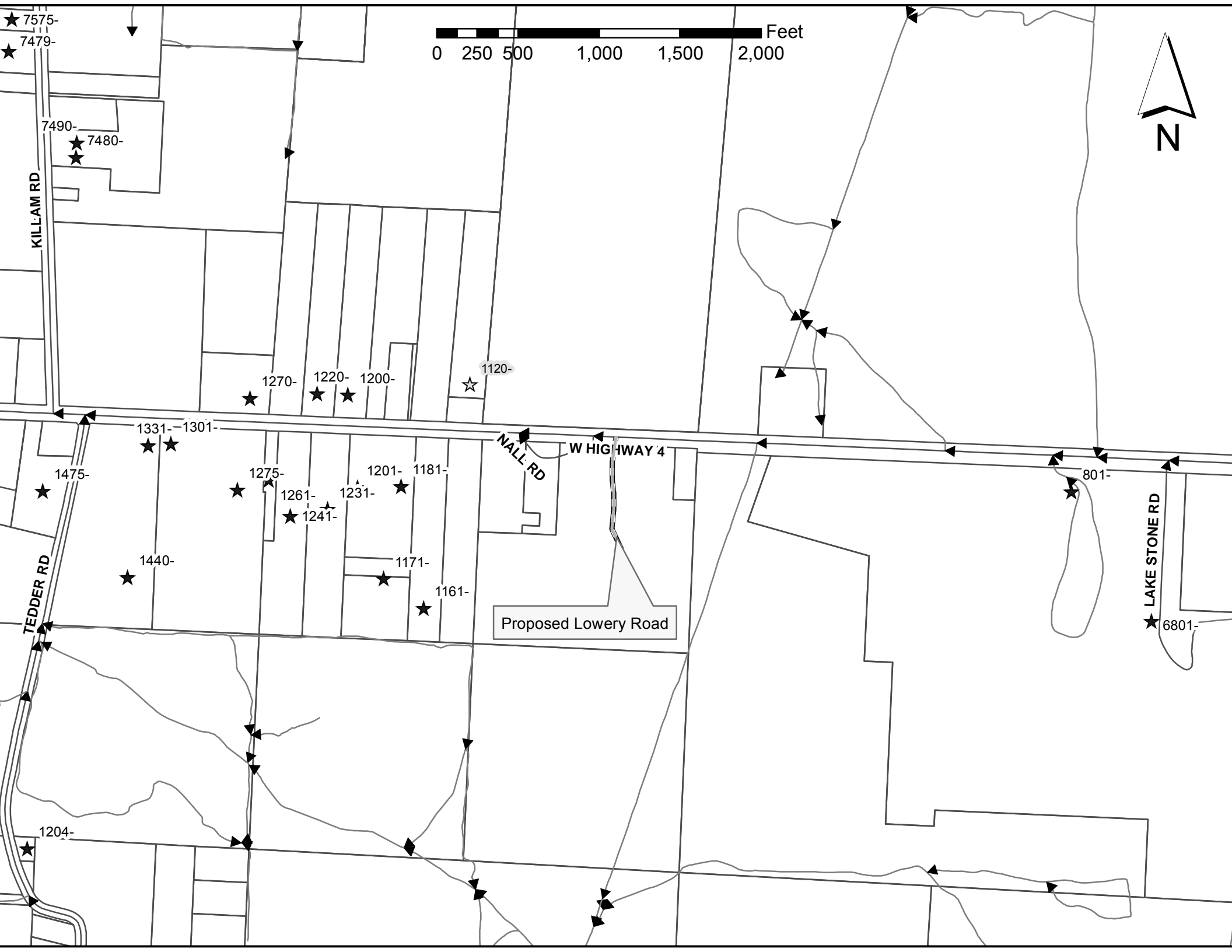
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Map

Petition



KILLAM RD

TEDDER RD

NALL RD

W HIGHWAY 4

LAKE STONE RD

Proposed Lowery Road

★ 7575-
★ 7479-

7490-
★ 7480-

1270- ★
1220- ★
1200- ★
1120- ☆

1331- ★
1301- ★

1475- ★
1275- ★
1261- ★
1241- ★
1201- ★
1181- ★
1231- ★

1440- ★

1171- ★
1161- ★

801- ★

★ 6801-

★ 1204-



Escambia County Addressing
 3363 West Park Place
 Pensacola, FL 32505
STREET NAME PETITION

DATE SUBMITTED: 7-25-2011

The following Street names have been submitted for approval:

Lowery Rd

Streets are located in the area of: Century

MAP ATTACHED

ATTACH A MAP OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

<u>PROPERTY OWNER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
<u>Resident Mac Lowery</u>	<u>1051 Hwy 4 West</u>	<u>850-256-3958</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Lowery Road

NUMBER OF RESIDENTS: 1

NUMBER OF RESIDENTS WHO SIGNED PETITION 1

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 5

Cathy Anderson ADDRESS COORDINATOR
Michael J. Morning 9-1-1 COORDINATOR
9/20/11 DATE APPROVED



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1513

County Administrator's Report Item #: 11. 42.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Street Name Approval - Beloved Path

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of "Beloved Path" - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Beloved Path", for a County road running west off of the 1600 Block of Albany Avenue and 375 feet north of Graupera Street. One hundred percent of the property owners signed the petition. This street is in Commission District 2.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

One hundred percent of the property owners signed the petition. This is in Commission District 2.

BUDGETARY IMPACT:

Cost of one new street sign, which is \$223.45, will be funded by the Public Works Department / Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201].

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Petition

Map



T. Lloyd Kerr, AICP, Director
Development Services
3363 West Park Place,
Pensacola FL 32505

STREET NAME PETITION

DATE SUBMITTED: 9-2-11

The following Street names have been submitted for approval:

Beloved Path

Streets are located in the area of: WARRINGTON

DRAW A DIAGRAM OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

<u>PETITIONER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
<u>[Signature]</u>	<u>3363 W. Park Place</u>	<u>850-595-4988</u>
<u>ROBERT JOHNS</u>	<u>12533 Blomous Pkwy</u>	<u>850-485-2444</u>
_____	_____	_____
_____	_____	_____

Use back of form for additional signatures, addresses, and phone numbers.
(DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Beloved Path

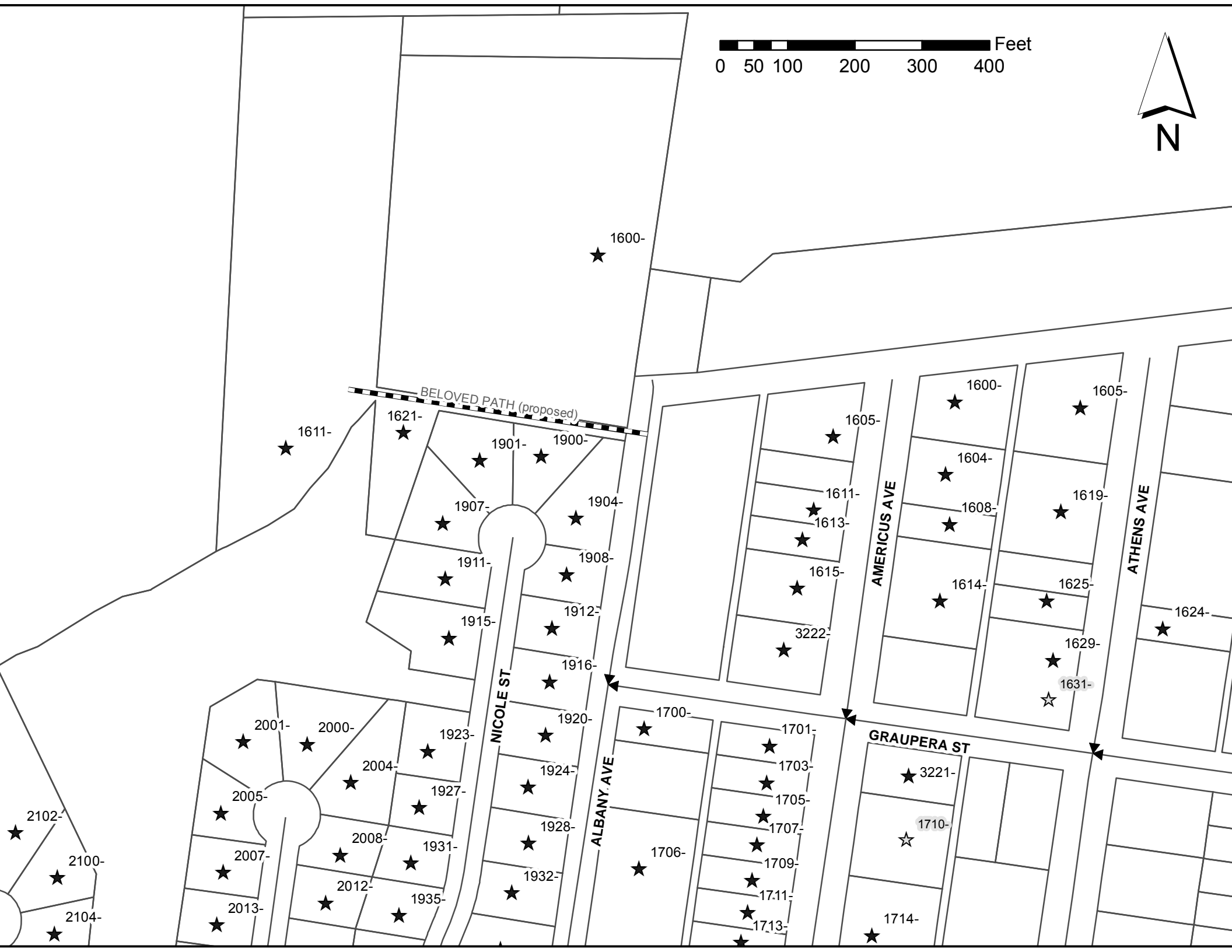
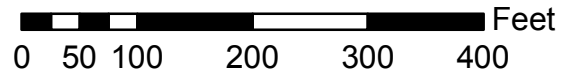
NUMBER OF RESIDENTS: 1

NUMBER OF RESIDENTS WHO SIGNED PETITION 1

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 2

<u>[Signature]</u>	<u>Michael J. Wong</u>	<u>9/20/11</u>
ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-1544

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

BCC Regular Meeting

Discussion

Meeting Date: 10/06/2011

Issue: Issuance of not exceeding \$30,000,000 Escambia County, Florida Sales Tax Refunding Revenue Bond, Series 2011, to evidence a bank loan to finance the c

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Refinancing Portions of the 2002 Sales Tax Refunding Revenue Bonds - Amy Lovoy, Management and Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the "2011 Resolution") authorizing the issuance and sale of not exceeding \$30,000,000 Escambia County, Florida, Sales Tax Refunding Revenue Bond, Series 2011 (the "2011 Bond"). The 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder, to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock.

(RESOLUTION TO BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

The proposed 2011 Bond is to be issued to evidence a bank loan for the purpose of refinancing a portion of the outstanding Sales Tax Refunding Revenue Bonds, Series 2002 (the "Refunded 2002 Bonds") issued pursuant to Resolution R2002-145 adopted by the Board on September 11, 2002. The Refunded 2002 Bonds were issued to refinance a portion of the County's Sales Tax Revenue Refunding Bonds, Series 1993, and to finance certain capital improvements of the County.

The proposed refinancing is for debt service savings. The County's Financial Advisor estimates that the County could realize approximately \$3,598,000 million in net present value savings as a result of the refunding based on an indicative interest rate provided by JPMorgan Chase Bank, National Association (the "Bank") of 2.95% (as of September 21, 2011). (The estimated savings are (i) based on the indicative rate, (ii) computed assuming the interest rate will not change over the life of the financing and (iii) computed net of costs of issuance. The actual interest rate will be set upon acceptance by the County of the Bank's proposal and execution of the Forward Rate Lock.) The refinancing has been structured to provide the majority of the savings to the County in the first four years.

The County's financial advisor solicited proposals from area banks to provide the financing for the refunding. Those proposals were received on September 20, 2011, and a review committee

will be meeting on September 29, 2011, to review and formally select a bank for approval by the Board. The County's Financial Advisor and staff are recommending the proposal (the "Proposal") of the Bank, which provides for, among other things, (i) a fixed interest rate, subject to adjustment as more fully described in the 2011 Resolution, (ii) a final maturity date of October 1, 2031, (iii) redemption at the option of the Issuer at par on October 1, 2021, (iv) mandatory redemption of the 2011 Bond at the option of the Bank on October 1, 2026, and (v) other terms as more fully described in the 2011 Resolution and the Proposal. The attached resolution will be revised prior to the meeting on October 6 to reflect the specific terms of the Proposal and the terms and conditions otherwise required by the Bank. The terms of the Proposal require the County to (i) bear the risk that the interest rate on the 2011 Bond will be increased in the event of a change in tax rates, or determination that all or a portion of the interest is included in gross income of the bondholder, whether as a result in change in tax law or otherwise, (ii) a change in the federal corporate tax rate applicable to the Bank, or any changes in law imposed on the Bank that increase the Bank's cost of holding the 2011 Bond.

The net proceeds of the 2011 Bond will be deposited into an Escrow Account created under the Escrow Deposit Agreement. Such amount will be held in cash and invested in Federal Securities, United States government obligations and will be sufficient, together with interest earnings thereon, to pay and retire the Refunded 2002 Bonds on October 1, 2012, the first possible optional redemption date.

The 2011 Bond is secured by certain Pledged Revenues consisting primarily of amounts received by the County as proceeds of the local government half-cent sales tax, as defined and described in, and distributed (including any emergency distributions) to the Issuer under, Part VI, Chapter 218, Florida Statutes. The 2011 Bond does not constitute a general obligation or a pledge of the full faith and credit of the County.

The 2011 Resolution and its attachment have been prepared by McGuireWoods LLP, the County's Bond Counsel, and have been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

It is estimated that the issuance of the 2011 Bond will result in a significant savings to the County. If for any reason after acceptance of the offer of the Bank and the execution of the Forward Rate Lock the transaction does not close, the County would be liable for payment of all costs of the Bank incurred in the financing, including the costs of the Forward Rate Lock.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financings are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption as a condition of closing.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These Bonds will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1438

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

BCC Regular Meeting

Action

Meeting Date: 10/06/2011

Issue: Workers' Compensation Settlement - Karen McCauley

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Karen McCauley's Workers' Compensation Settlement

That the Board approve payment to former Sheriff's Department employee Karen McCauley, in the amount of \$60,000, inclusive of attorney's fees and costs, in full and final settlement of all Workers' Compensation claims against Escambia County and the Sheriff's Department .

BACKGROUND:

Karen McCauley worked as a detention deputy for Escambia County beginning on June 19, 1989. During that time, she's had a number of work related accidents occurring on October 10, 1999; June 16, 2000; July 7, 2005; and March 29, 2006. On July 7, 2005, she sustained a work-related accident when she had a confrontation with an inmate while escorting the inmate out of the laundry room. She sustained injuries to her neck, back and shoulder. Ms. McCauley also had two prior motor vehicle accidents in 2004 resulting in scapular and cervical strains. However, she was placed at maximum medical improvement for those injuries in 2005 prior to the July 2005 industrial accident. ¹

Based on Ms. McCauley's current medications, anticipated future medical care including office visits, occasional physical therapy for flare-ups, and diagnostic testing, projected future medical costs are \$187,347. In addition, Ms. McCauley has filed a petition for benefits requesting payment of permanent total disability benefits. The present value of permanent total disability is \$507,149. Although the County has defenses to the issue of entitlement to these benefits, such as major contributing cause and apportionment, even assuming a 90% chance of prevailing on the entitlement issue, the County is still exposed to about \$50,000 in indemnity payments. Medical benefit payments have averaged \$4,000 a year over the past six years.

Based on the facts as noted above, the County's adjuster has negotiated a settlement of \$60,000, inclusive of attorney's fees and costs, to resolve all outstanding workers' compensation claims in their entirety. This represents about 32% of the total medical exposure and 0% of the potential indemnity exposure. The settlement is contingent upon Board approval.

¹ Due to privacy concerns, a detailed medical history is not included with this recommendation. Any questions may be referred to Assistant County Attorney Ryan Ross.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1545

County Attorney's Report Item #: 11. 2.

BCC Regular Meeting

Action

Meeting Date: 10/06/2011

Issue: Escambia County v. Robert Chapman Enterprises, Inc., et al., Case No. 2011 CA 000345

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling An Attorney/Client Session

That the Board:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for November 3, 2011 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the Pensacola News Journal on Saturday, October 22, 2011.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of Escambia County v. Robert Chapman Enterprises, Inc., et al. in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m., C.T. on Thursday, November 3, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Pepler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

BACKGROUND:

On December 16, 2010 the Board approved eminent domain for two drainage easements for the Choctaw Avenue Drainage Project the current record owner of these easements is Robert Chapman Enterprises, Inc. (Copy of Resume 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

Resume - 12/16/2010

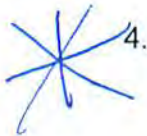
MINUTES OF THE SPECIAL BCC MEETING – Continued

AGENDA NUMBER – Continued

3. County Road 99 Bridge Repair

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Young absent, taking the following action concerning bridge repair on County Road 99 at Pine Barren Creek Road (Funding Source: Fund 352, "Local Option Sales Tax III," Account Code 210107/56301):

- A. Approving to transfer \$100,000 from the Highway 297A Widening Project, Account Code 210107/56301, Project #08EN0105, to Bridge Renovations, Account 210107/56301, Project #09EN0235; and
- B. Authorizing the issuance of a Purchase Order to DKE Marine Services, Inc., in an amount not to exceed \$100,000, to repair Bridge #480098, located on County Road 99 at Pine Barren Creek Road.



4. Eminent Domain – Choctaw Avenue Drainage Project

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Young absent, taking the following action concerning the acquisition of two Drainage Easements, totaling approximately 0.36 acre, for drainage structures and improvements on Choctaw Avenue (Funding Source: Fund 352 "Local Option Sales Tax III," Account 210107/56101/56301):

- A. Adopting a Resolution (*R2010-231*) containing the following findings, declaring a public necessity, setting forth a public purpose, and acknowledging the appraised fair market value for property, totaling approximately 0.36 acre, for two Drainage Easements for the Choctaw Avenue Drainage Project, and authorizing the Easements to be acquired by exercise of the County's power of eminent domain:
 - (1) The Choctaw Avenue Drainage Project accomplishes a legitimate public purpose of constructing drainage structures and improvements that will reduce flooding of the road and residences along Choctaw Avenue;
 - (2) Acquisition of Easements from the current record owner of the property, Robert Chapman Enterprises, Inc., is necessary to complete the Project;
 - (3) Exhibit "A," incorporated by reference, describes the location of the Easements;

(Continued on Page 3)

MINUTES OF THE SPECIAL BCC MEETING – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (4) The appraised fair market value of the Easements over the property is \$27,900;**
- (5) All conditions precedent to acquire the Easements have been satisfied; and**
- (6) It is in the best interest of the health, safety, and welfare of the citizens of Escambia County, Florida, that Escambia County acquire Easements over the property by exercise of its power of eminent domain;**

B. Authorizing an offer of 10% above the appraised value as an incentive for the owner to agree to voluntarily convey the Easements, and, if the owner rejects the offer, authorizing the County Attorney to initiate and undertake legal action to acquire, by eminent domain, the Easements over the property owned by Robert Chapman Enterprises, Inc., as described on Exhibit "A" of the Resolution;

C. Authorizing the payment of incidental expenditures associated with the acquisition of the Easements; and

D. Authorizing the Chairman or Vice Chairman to sign all documents required to implement these actions.

5. Partial Release and Resolution Concerning BP

The Board was advised by Chairman White that discussion regarding the Partial Release and Resolution Concerning BP was dropped.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1496

County Attorney's Report Item #: 11. 3.

BCC Regular Meeting

Action

Meeting Date: 10/06/2011

Issue: Carlson v. Sears, et al. / Case No.: 2010 CA 1497

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement Agreement in the Case of Carlson v. Sears, et al. / Case No. 2010 CA 1497

That the Board approve and authorize the Chairman to execute the Settlement Agreement in the case of Scott and Denise Carlson v. Ricky B. Sears, R. B. Sears Land Surveying, Inc., James D. Gaines and Joyce W. Gaines, Westcor Land Title Insurance Company, WOS Enterprises, LLC, and Escambia County.

BACKGROUND:

The lawsuit arose out of a dispute among the other parties regarding their obligations and rights to the disputed portion of Allerton Road, which the County vacated on February 15, 2001. The County is named in the lawsuit because it approved the vacation and also because it retained a small portion of property adjacent to the disputed area. The majority of the Settlement Agreement addresses matters between the other parties. As a practical matter, the Settlement Agreement does not obligate the County to do more than it would otherwise do in the absence of a lawsuit.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office participated in the mediation and has reviewed the Settlement Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement.Carlson v. Sears

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**SCOTT CARLSON and
DENISE CARLSON,**

Plaintiffs,

**Case No.: 2010-CA-1497
Division: J**

vs.

**RICKY B. SEARS, R.B. SEARS
LAND SURVEYING, INC., JAMES D.
GAINES AND JOYCE W. GAINES,
WESTCOR LAND TITLE INSURANCE
COMPANY, and WOS ENTERPRISES, LLC,**

Defendants.

SETTLEMENT AGREEMENT

Scott and Denise Carlson (hereafter "Carlson"), James D. and Joyce Gaines (hereafter "Gaines"), Ricky B. Sears and R.B. Sears Land Surveying, Inc. (hereafter "Sears"), Westcor Land Title Insurance Company and Surety Land Title of Florida, LLC (hereafter "Title Companies"), WOS Enterprises, LLC ("WOS") and Escambia County, Florida (hereafter "County") do hereby settle this case and their dispute as follows:

1. Carlson shall request that County take appropriate action to vacate that portion of the plat recorded in Plat Book 1, Pg. 11, which is labeled as Swearington Court (Yoakum Court) and as a park, and which is located east of Allerton Road and west of "W" Street, and to re-vacate, if necessary, that portion of Allerton Road previously vacated by County (hereafter "Vacated Property"). The cost for filing the petition to vacate, for required legal advertisement of the petition to vacate, and for recording fees shall be borne by Carlson.

2. County agrees to process the vacation request pursuant to standard policies and procedures and to provide appropriate assistance to Carlsons in pursuing the vacation of the Vacated

Property; however, nothing contained herein shall be construed to limit the lawful discretion of the Board of County Commissioners (hereafter "Board") to consider the request and to act as the Board deems appropriate.

3. Carlson and Gaines agree that, if the Board vacates the Vacated Property as described in paragraph 1 herein, the holders of the fee simple interest in the Vacated Property will be Carlson and Gaines, without there being an initial determination as to the specific property that would be owned by either Carlson or Gaines. The fee simple ownership of the Vacated Property will be as designated in paragraphs 4 and 5 herein.

4. Within five (5) business days of the date the County action vacating the property described in paragraph 1 becomes final, Carlson shall convey to Gaines by deed of realty (without any warranties or representations) their interest in any portion of Allerton Road under the following description:

Beginning at a point on the centerline of Allerton Avenue, said point being the north line of the Gaines property and the south line of the Carlson property, then go east on the eastern extension of the north line of the Gaines property (also being the south line of the Carlson property) 20 feet more or less to the eastern edge of the pavement of Allerton Avenue, then go south along the eastern edge of said pavement and its southern extension approximately 150 feet to the north line of Yoakum Court. Then go west along the north line of Yoakum Court to the centerline of Allerton Avenue, also being the southeast corner of Gaines property, then go north along said centerline approximately 150 feet to the beginning point.

5. Within five (5) business days of the date the County action vacating the property described in paragraph 1 becomes final, Gaines shall convey to Carlson by deed of realty (without any warranties or representations) their interest in any property that is east of the line that is described in paragraph 4 above.

6. Gaines shall grant to Carlson a non-exclusive and perpetual easement for ingress and egress only over the existing paved portion of Allerton Road. This easement will run with the land to benefit the property owned by Carlson that is described in this Agreement, and will burden the

property owned by Gaines that is described in this Agreement. The easement shall contain an independently enforceable condition that no action will be taken by the owner(s) of any portion of the property benefitted by the easement that will at any time restrict or hinder, in any manner, the view from "W" Street of the property burdened by the easement, without the express written approval of the owner(s) of the burdened property. Provided however, this limitation will not apply to any safety fence (no more restrictive of view than that produced by a standard chain length fence) that may be required by a governmental authority to limit access to a stormwater holding pond constructed on the Vacated Property.

7. Carlson shall grant to Gaines a non-exclusive and perpetual easement for ingress and egress only over the existing paved portion of Allerton Road. This easement will run with the land to benefit the property owned by Gaines that is described in this Agreement, and will burden the property owned by Carlson that is described in this Agreement.

8. Carlson shall grant to Gaines an exclusive easement for the purpose of parking vehicles on the unpaved portion of the existing Allerton Road right-of-way that is between the eastern boundary of the Gaines property described in paragraph 4 herein and the western edge of the existing drainage ditch located in the former Allerton Road right-of-way. This exclusive easement shall remain in force for so long as either James D. or Joyce W. Gaines retain direct onsite ownership, operational management and control over the car sales business presently owned by Gaines and operated on the Gaines property, but in no event longer than three (3) years from the date of this Agreement. In addition, the easement described herein shall not terminate during periods of discontinuance of the operation of the car sales business by Gaines, until such period of discontinuation of use by Gaines exceeds six (6) months of continuous duration. If Gaines uses the easement to park vehicles, Gaines shall protect Carlson from any liability associated from Gaines' use of that easement and shall, to the

extent reasonably possible, name Carlson as an additional insured on Gaines' liability insurance policy during any such period of use.

9. Sears agrees to provide, at no cost to any party, professional surveying services to locate and appropriately monument any property boundaries that are created as a result of this Agreement, and to describe the property boundaries in a manner that would be deemed adequate by a title insurance company. In addition, these no cost professional surveying services shall include services to provide legal descriptions that may be required by Escambia County to accomplish the process of vacating the property described in paragraph 1 herein.

10. Upon completion of the vacation and the survey(s) contemplated above, Title Companies, at no additional expense to Carlson, shall endorse Carlson's owner's title insurance policy to correct and change the legal description of the insured property. Said endorsement shall also include any post-policy exceptions.

11. Title Companies agree to pay the sum of Eleven Thousand Dollars (\$11,000.00) to Carlson in full and final settlement of all claims by Carlson against Title Companies as set forth in Carlsons' complaint, as amended. The payment shall reduce the amount of coverage under the owner's title insurance policy issued by Title Company in favor of Carlson; otherwise, the coverage under such policy shall remain in full force and effect.

12. Carlson agrees to pay the sum of Five Thousand Dollars (\$5,000.00) to WOS, and to convey to WOS by quitclaim deed Lot 24, Block 39, Brentwood Park, together with any other property located east of "W" Street previously owned by WOS and which was erroneously conveyed to Carlson by WOS.

13. WOS agrees that Carlson shall be entitled, at Carlson's sole expense, to raise the outdoor sign presently located on Carlson's property and owned by WOS up to ten (10) feet, subject to compliance with all applicable permits and county requirements. In addition, Carlson shall be entitled,

at Carlson's sole expense, to move the existing power line providing power to said outdoor sign, provided that it does not block the sign face. The power line may be placed underground or relocated so as to remove the power pole located on Carlson's property.

14. Carlson shall dismiss with prejudice all claims against all parties to this proceeding promptly after all actions required by this Agreement have been accomplished. In addition, any party who has asserted a counterclaim, crossclaim or third party claim shall dismiss such claim with prejudice, and all parties shall execute mutual and reciprocal releases upon the completion of all actions required by this Settlement Agreement.

15. Any rights or interests arising out of this Agreement shall remain subject to current Code of County Ordinances, the County Comprehensive Plan, and the Land Development Code.

16. This Agreement shall be subject to approval by the Board of County Commissioners at a duly noticed public meeting.

17. The terms and conditions set forth on Exhibit "A," attached hereto and by this reference made a part hereof, shall apply to this Agreement and bind the parties hereto.

SCOTT CARLSON

DENISE CARLSON

STEPHEN B. SHELL, ESQ.

Florida Bar No.: 473456

Shell, Fleming, Davis, & Menge, P.A.

226 Palafox Place, 9th Floor

Pensacola, FL 32502

Counsel for Plaintiffs

**RICKY B. SEARS, *Individually and as
President of R.B. SEARS LAND
SURVEYING, INC.***

BILL McEACHERN, JR., ESQ.
Florida Bar No.: 362824
5041 Bayou Blvd., Suite 300
Pensacola, FL 32503
*Counsel for Ricky B. Sears and R.B. Sears
Land Surveying, Inc.*

ESCAMBIA COUNTY, FLORIDA

By: _____

Title: _____

STEPHEN WEST, ESQ.
Florida Bar No.: 136824
Assistant County Attorney
221 Palafox Place, Suite 400
Pensacola, FL 32502
Counsel for Escambia County, Florida

JAMES D. GAINES

JESSE W. RIGBY, ESQ.
Florida Bar No.: 252433
Clark Partington Hart Larry Bond &
Stackhouse
125 W. Romana Street, Suite 800
Pensacola, FL 32502
Counsel for James D. & Joyce W. Gaines

JOYCE W. GAINES

WOS ENTERPRISES, INC.

By: _____

Title: _____

ROY V. ANDREWS, ESQ.
Florida Bar No.: 0228291
Lindsey & Andrews, P.A.
5218 Willing Street
Milton, FL 32570
Counsel for WOS Enterprises, Inc.

**WESTCOR LAND TITLE INSURANCE
COMPANY**

By: _____
Title: _____

**SURETY LAND TITLE OF FLORIDA,
LLC**

By: _____
Title: _____

T.A. BOROWSKI, JR., ESQ.
Florida Bar No.: 843393
Borowski & Duncan, P.A.
25 W. Cedar St, Suite 525
Pensacola, FL 32502
*Counsel for Westcor Land Title Insurance
Company and Surety Land Title of Florida,
LLC*

EXHIBIT "A" TO SETTLEMENT AGREEMENT

1. Time is of the essence in all matters concerning this Agreement.
2. This Agreement shall be governed by the laws of the State of Florida. Any suit or proceeding brought hereunder shall have its situs and venue in Escambia County, Florida.
3. It is expressly understood and agreed by all parties that this Agreement is intended to resolve issues and claims which are disputed, and neither the execution of this Agreement, nor statements made in connection with this resolution of these disputed claims and issues, are to be considered admissions of liability by any of the parties.
4. Each party to this Agreement hereby declares that they have read this Agreement in its entirety, and have received advice of its or their counsel with respect thereto, and that such parties fully understand all terms of this Agreement and voluntarily accept such terms for the purpose of making a full and final compromise, adjustment, and settlement of the matters set forth in the Settlement Agreement, and for the express purpose of precluding forever any further additional claims arising out of, in connection with, or in any way related, directly or indirectly, to the subject matter of the dispute.
5. Each party to this Agreement hereby stipulates, covenants, and agrees that each and every term of this Agreement was fully negotiated and agreed to by the parties hereto, and consequently, neither this Agreement nor any provision hereof shall be construed in favor of or against any of the parties.
6. Paragraph 6 does NOT apply to Escambia County, but with respect to all other parties, in the event of the breach of this Agreement by any covered party, or any litigation or other dispute between the covered parties or their successors or assigns arising out of or otherwise related in any way to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, as well as any and all costs or disbursements incurred by such attorney, and paid by said prevailing party, whether or not such costs or disbursements are otherwise taxable.

7. In making this Agreement, no party is relying upon any representation (whether affirmative or negative, actual or implied, or spoken, written, or inferred from silence) made by the other parties or their representatives, agents, employees, or attorneys, except as such representations may be contained in this Agreement and only to the extent that such representations are expressly and affirmatively stated herein.

8. The parties agree to execute such other documents and make such other assurances as are reasonably necessary to effect the provisions of this Agreement.

9. This Agreement represents the full and complete agreement of the parties which may be modified only in writing, signed by all the parties.

10. Each party to this Agreement has had the advice of that party's own counsel selected by the party in the negotiation and settlement of this matter and is under no undue influence or duress but, instead, has voluntarily entered into this Agreement.

11. Except as necessary to enforce the terms of this Agreement, the parties hereto agree not to disclose, directly or indirectly, the terms or existence of this Agreement, any fact concerning its negotiation, execution or implementation, and/or their claims, to anyone or any news media or organization or any other persons or entities not expressly excluded herein; provided, the parties may disclose the terms of this Agreement to: (i) their counsel and accountants; (ii) to a court pursuant to subpoena or order; (iii) taxing authorities as necessary to comply with any statute; and (iv) otherwise as required by law. The parties may state publicly that "the matter has been settled."



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1474

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

BCC Regular Meeting

Action

Meeting Date: 10/06/2011

Issue: Decorum Policy - Orderly Conduct of Meetings

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Decorum Policy Titled Orderly Conduct of Meetings

That the Board consider approving the attached Orderly Conduct of Meetings Policy establishing rules to ensure the orderly conduct of meetings and to protect the public from potentially injurious conduct.

BACKGROUND:

The County Attorney drafted the proposed policy at the request of the Chairman.

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

Policy

Board of County Commissioners

Escambia County, Florida

Title: Orderly Conduct of Meetings
Date Adopted:
Effective Date:
Reference:
Policy Amended: New Policy

A. Purpose:

The purpose of this policy is to establish rules to ensure the orderly conduct of meetings and to protect the public from potentially injurious conduct.

B. Decorum:

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. No person shall refuse to obey the orders of the Chairman or the Commission. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chairman and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Chairman, unless permission to continue or again address the Commission is granted by the majority of the Commission members present. To this end, the following actions are prohibited. This list is not exhaustive and other actions may be considered disorderly or not decorous.
 - a. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
 - b. Speakers will refrain from making comments of a personal nature regarding others.
 - c. Name-calling and/or obscenity is forbidden.
 - d. Shouting, yelling or screaming is forbidden.
 - e. Threats made to any person.
2. If the Chairman or the Commission declares an individual out of order, he or

she will be requested to relinquish the podium or to cease the conduct if not at the podium. If the person does not do so, he or she is subject to removal from the Commission Chambers or other meeting room and may be arrested by the Sheriff subject to Section 810.08(1), Florida Statutes or other applicable law as warranted under the circumstances.

3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting. In extreme circumstances, a person may be barred from future Commission meetings.

C. Disruption of Meetings

1. No demonstrations of approval or disapproval from the audience shall be permitted; and if, after warning by the Chair, such demonstrations are made and result in a disruption of the meeting, the person(s) creating such disruption may be removed from the meeting; or the Chair may recess the meeting until order is restored. The Chair shall call upon the Sheriff's deputies present during the meeting to enforce directions given by the Chair for any violation of this rule. Additionally, the following actions are considered disruptive:
 - a. Clapping, applauding, heckling or verbal outbursts in support or in opposite to a speaker or any topic of discussion are considered disruptive to the meeting and if such behavior continues after warning by the Chair, may result in those committing such actions to be removed from the meeting.
 - b. Noisemakers, air horns, whistles and similar noise making items shall not be allowed in the Commission Chambers or other meeting room.

D. Signs, Placards, Banners and Other Objects

For public safety purposes and to ensure the visual rights of all, no signs, placards, banners or similar items shall be allowed in the Commission Chambers or other designated meeting room.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1463

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

BCC Regular Meeting

Action

Meeting Date: 10/06/2011

Issue: Disposition of County Property

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Disposition of County Property

That the Board approve the request for Disposition of Property which is described and listed on the attached disposition form and reason stated.

BACKGROUND:

Escambia County's policy establishes the procedures for disposing of surplus or obsolete equipment. The two printers will be recycled.

BUDGETARY IMPACT:

Two replacement printers were purchased out of the County Attorney's budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with BCC Policy B-1, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: County Attorney's Office COST CENTER NO: 110601

Alison P. Rogers, County Attorney DATE: 23-Sep-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53942	Printer Laser	JPDLR50463	Heward Packard	2005	poor
Y	53943	Printer Laser	JPDLR50461	Heward Packard	2005	poor


Disposal Comments: Bad Condition - send for recycling

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: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Alison Rogers

RECOMMENDATION: Date: 9/20/11

TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, ~~CRA, FE~~
 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-1549

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

BCC Regular Meeting

Discussion

Meeting Date: 10/06/2011

Issue: June Guerra's 2006 Santa Rosa Island MSBU Assessment

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning June Guerra's 2006 Santa Rosa Island Municipal Services Benefit Unit (MSBU) Assessment

That the Board discuss and provide direction on how to proceed with a request brought forward by June Guerra at the September 15, 2011, public forum to forgive interest accrued on her 2006 Santa Rosa Island MSBU assessment. Options for the Board include:

- A. Direct the County Attorney's Office to draft and forward a request for an Attorney General's Opinion; or
- B. Direct the County Attorney's Office to draft an amendment to the Santa Rosa Island MSBU Ordinance to provide for appellate procedures, schedule a public hearing for the ordinance amendment, and provide the requested relief to Ms. Guerra; or
- C. Deny the requested relief and maintain the status quo.

BACKGROUND:

On September 15, 2011, June Guerra appeared before the Board of County Commissioners at its public forum session and requested relief from interest accrued on her unpaid 2006 Santa Rosa Island MSBU assessment. Two letters explaining Ms. Guerra's situation are provided and explain her situation. The County Attorney met with Ms. Guerra on September 20th and at that time she indicated those letters sufficiently set forth her position on the matter. The Santa Rosa Island MSBU is not collected pursuant to the uniform method as are mainland MSBU assessments. Special assessments collected via the uniform method are subject to the procedures set forth in ch. 197, Fla. Stat. which allow for errors to be corrected, but no appellate remedies. The Santa Rosa Island MSBU interest rates mirror those provided for in the statutes governing assessments collected by the uniform method. The Attorney General has previously opined that a council or commission does not have authority to forgive penalties and interest when no such authority has been specifically designated to the council or commission.

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 to Board dated June 25 and Sept. 12, 2011

Quietwater Entertainment, Inc. FY 2006-2007

AGO 90-52

AGO 93-35

AGO 97-83

AGO 2000-69

June Baird Guerra
23 Arthur Lane
Pensacola, Florida 32503

Quietwater Entertainment, Inc.
400 Quietwater Beach Road
Pensacola Beach, Florida 32561

July 25, 2011

Honorable Grover C. Robinson, IV.
Escambia County Commissioner/ District 4
221 Palafox Place
Pensacola, Florida 32502

Dear Commissioner Robinson:

I am asking for your guidance and help, in that I am trying to pay my delinquent MSBU billings. I asked Mr. Magaha's office to send me an accounting of my past due payments, of which I am enclosing copies.

I have been aware that I owed the 2009 and 2010 billings but to my surprise I had not paid the 2006 notice. As you can see, I made a payment of \$154,835.05 to the county sometime in 2005 or 2006 for MSBU arrears. I had no idea that I had an outstanding year of nonpayment for 2006 and I do not remember getting a bill for that delinquent fee or any notices. Of course the 18% interest brings this bill from a principal payment of \$16,519.00 to \$29,452.32 with interest and costs.

I have always felt that with my paying the SRIA well over \$100,000.00 a year and paying off duty officers for our private use for festivals and regular business over \$30,000.00 a year, that more taxes, in the form of MSBUs, was making it very hard to have any profits for my investment of time and monies.

But that being said, I am paying the 2009 and 2010 billings with your interest charges. I am begging for you and all powers to be, to consider my request for relief on the 2006 MSBU interest billing. I hope that you and others will take into consideration the amount of monies that I have contributed to Escambia County for some 45 years. We have all had to be warriors with storms, barges hitting bridges, oil spills and of course just the cycles that our climate dictates. You know that I have always believed in the beach and being a part of the first pioneers that forged into uncharted territories. Our efforts and hard work have paid off royally for all.

Thanking you for your time in helping me address any and all, concerning the financial hardship, in which, I find myself.

Sincerely,



June Baird Guerra, President

Cc: Shirley Gafford

Enclosures

Quietwater Entertainment, Inc.
June Baird Guerra, President
23 Arthur Lane
Pensacola, Florida 32503

September 12, 2011

Honorable Gene Valentino
Escambia County Commissioner/District 2
221 Palafox Place
Pensacola, Florida 32502

Dear Commissioner Robinson: RE: MSBU Instrument: 2007054894 Account: 99-0000-268

Thanking you in advance for your time and understanding my request, as I come before you and ask that you consider excusing the additional charges that have been applied against our MSBU 2006 billing. The billing with all charges is \$29,452.32, as of August 15, 2011. The MSBU basic charge for the Sherriff and mosquito control for 2006, was \$16,519.00. I am asking that you allow me to pay the \$16,519.00 for payment in full. I come before you because this is an Ordinance and not a Statue. In this light, it is my understanding that you, this body, of County Commissioners, has the ability to forgive those other charges.

We are all aware of the devastation that Ivan played on all of us in October 2004, but especially on Pensacola Beach. We lost one third of our structures, one third had to be torn down, and the other one third had some type of repairs. Our building remained unoccupied until 2008 with fighting the insurance company and then the repairs. We were not in business but we still paid our 2007 MSBU billing being unaware that 2006 was not paid. Our United Postal Service had temporary offices for some time and I am not sure how you served notice of MSBU bills not paid. I do not remember ever being given notice of a past due bill or being given notice that you were placing a lien on our property.

It is with my greatest hope that you will see it in your heart, considering that as a business owner on Pensacola Beach that has paid for the Sheriff and mosquito control and now fire protection some quarter of a million dollars to our County for these services because I am in business on Pensacola Beach. I am asking for your consideration to forgive the interest charges and etc. and to allow me to pay the \$16,519.00 with the understanding that I am current with all MSBU billings.

Thank you for your consideration in my plea for forgiveness.

Sincerely,

June Baird Guerra
Quietwater Entertainment, Inc.
President

June Guerra



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 99-0000-268 Instrument: 2007054894

Year Of Lien

- 1998
- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2009

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: Page:

Foreclosure

Original Principal Date Of Payoff

Year	Original Principal	Months Accrued from 04/01/2007	Interest Due	Preparing Fee For Lien	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Total Due
2007	\$16,519	52	\$12,884.82	\$6.00	\$18.50	\$10.00	\$7.00	\$7.00	\$29,452.32

Quietwater Entertainment, Inc.
Fiscal Year 2006-2007
Account # 99-0000-268

**NOTICE OF LIEN
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-268
PRRF NO. 282S26-1180-001-001

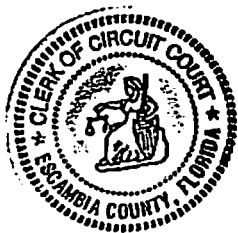
RE: QUIETWATER ENTERTAINMENT
INC
400 QUIETWATER BCH RD
PENSACOLA BEACH FL
32561

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2006-2007 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

SEE ATTACHED EXHIBIT "A"

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection \$1,240.80, and Island MSBU \$15,278.20 for the total amount of \$16,519.00 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount (\$16,519.00) assessed per annum, accrued from the delinquent date of April 1, 2007, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.



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

By: [Signature]
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of June, A.D., 2007.



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

By: [Signature]
Deputy Clerk

Florida Attorney General Advisory Legal Opinion

Number: AGO 90-52

Date: July 10, 1990

Subject: Penalty for overdue payments for special assessments

Mr. Neil R. Arther
City Attorney
City of Kissimmee
Post Office Box 1608
Kissimmee, Florida 32742-1608

RE: MUNICIPALITIES--SPECIAL ASSESSMENTS--PENALTIES--LOCAL
IMPROVEMENTS--authority of municipality to waive penalty for overdue
payments for special assessments as required by s. 170.09, F.S.

Dear Mr. Arther:

The City Commission of the City of Kissimmee has asked substantially
the following question:

May the City of Kissimmee forgive or waive the one percent per month
penalty for overdue payments required by s. 170.09, F.S., but
otherwise utilize the special assessment method of funding public
improvements provided in Ch. 170, F.S.?

In sum:

The City of Kissimmee may not forgive or waive the penalty for
overdue special assessment payments prescribed in s. 170.09, F.S.,
if the city utilizes the supplemental and alternative method of
making local municipal improvements described in Ch. 170, F.S.

According to your letter, the City of Kissimmee frequently initiates
street paving programs for some of the remaining non-paved streets
within its boundaries, in addition to sidewalk construction
projects. When it can be shown that certain properties adjacent to
these streets or sidewalks receive a special benefit from having the
street paved or sidewalk constructed, the city commission has
utilized the special assessment method of funding the paving
improvements provided for in Ch. 170, F.S. As you note, this method
includes procedures for assessing property, filing liens, and
repayment by the property owner over a period of time, with interest
added and also provides for assessment of a penalty if payments are

not made when due. Over the last ten years, the city has completed many of these programs, and has followed the procedures in Ch. 170, F.S. The city has always added interest and penalties as required by the statute.

Many property owners in your city have either never made repayments on their assessments or have become extremely delinquent. Some of the accounts are so delinquent that the entire balance due consists mainly of interest and penalties. These property owners have approached the city commission, claiming that they now cannot repay their assessments because the penalties have inflated the total amount due. The city commission sees the imposition of the penalties as a hardship upon the delinquent property owners.

The city commission would like to continue to utilize the special assessment method of funding public improvements provided in Ch. 170, F.S., and desires to add interest but not penalties, even when the account is overdue. The city commission also desires to forgive the penalties which have already been assessed against delinquent accounts for previous public improvement projects.

Special assessments are charges assessed against the property of some particular locality because that property derives some special benefit from the expenditure of the money collected by the assessment, in addition to the general benefit accruing to all property or citizens.[1] As this office has previously stated, the power to make special assessments can be exercised only for special improvements, and cannot be exercised to burden particular property and the owners thereof with the costs of general governmental benefits and expenditures. Thus, special assessments cannot be imposed to pay for an improvement which is primarily of general public benefit.[2]

Florida case law indicates that special assessments are levied under the taxing power and are "a peculiar species of taxation." [3] The taxing power of municipalities is not derived from s. 2(b), Art. VIII, State Const.; rather, the origin of the municipal taxing power is found in ss. 1(a) and 9(a), Art. VII, State Const. [4] Thus, municipalities possess no home rule power to levy special assessments. In the absence of specific statutory authority therefor, a special assessment cannot be imposed. [5]

Florida courts have stated that the authority given to municipalities to impose special assessments should be strictly construed. [6] Any material departure from the express authority conferred on a municipality to impose such assessments is fatal to the validity of the special assessment. [7] Therefore, in order that a special assessment be valid and enforceable, it must be made pursuant to legislative authority and in the manner or method prescribed by the Legislature. [8]

Section 170.01(1)(a), F.S., authorizes "[a]ny municipality of this state . . . by its governing authority" to:

"Provide for the construction, reconstruction, repair, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, and alleys and for grading, regrading, leveling, laying, relaying, paving, repaving, hard surfacing, and rehard surfacing of sidewalks[.]"

Section 170.09, F.S., relating to the payment of special assessments, provides that:

"The special assessments shall be payable at the time and in the manner stipulated in the resolution providing for the improvement; . . . shall bear interest, at a rate not to exceed 8 percent per year, or, if bonds are issued pursuant to this chapter, at a rate not to exceed 1 percent above the rate of interest at which the improvement bonds authorized pursuant to this chapter and used for the improvement are sold, from the date of the acceptance of the improvement; and may, by the resolution aforesaid and only for capital outlay projects, be made payable in equal installments over a period not to exceed 20 years, to which, if not paid when due, there shall be added a penalty at the rate of 1 percent per month, until paid. However, the assessments may be paid without interest at any time within 30 days after the improvement is completed and a resolution accepting the same has been adopted by the governing authority." (e.s.)

It is the general rule, which Florida follows, that a special assessment for benefits bears no interest or penalty for nonpayment unless the law so provides.[9] However, when a penalty for delinquency on payment of a special assessment is provided by a statute, it is an incident to the levy proper, or a part of the assessment, and when it attaches it becomes a part of the original obligation and the municipality is without power to remit it.[10]

The Legislature has used the word "shall" in mandating that the penalty be added for delinquency on payment for special assessments imposed pursuant to this chapter.[11] It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.[12] Thus, by providing for the imposition of a penalty for delinquent payments of special assessments, the Legislature has prohibited the use of any other method to assure prompt payment and to compensate for possible injuries suffered by a delay in payment.

Therefore, it is my opinion that the City of Kissimmee may not forgive or waive the penalty imposed by s. 170.09, F.S., on delinquent special assessment payments but otherwise utilize the method of funding public improvements set forth in Ch. 170, F.S.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgh

[1] See, AGO 84-48 (The City of Apopka is authorized by Ch. 170, F.S., to impose a special assessment by resolution upon specially benefited property of the homeowners of a subdivision to pay a pro rata share of the costs of maintaining a drainage retention pond and its appurtenances or its appurtenant drainageways), and AGO 82-103.

[2] Cf., s. 170.01(2), F.S., providing that special assessments levied pursuant to this section shall be levied only on benefitted real property at a rate based on the special benefit accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from benefits provided to the community as a whole.

[3] See, AGO's 84-48 and 80-87, citing *Jackson v. City of Lake Worth*, 23 So.2d 526 (Fla. 1945); *State v. Caldwell*, 35 So.2d 642 (Fla. 1948); *Anderson v. City of Ocala*, 91 So. 182 (Fla. 1921).

[4] Cf., *Contractors and Builders Association of Pinellas County v. City of Dunedin*, 329 So.2d 314 (Fla. 1976).

[5] *Id.* And see, *City of Miami v. Brinker*, 342 So.2d 115 (3 D.C.A. Fla., 1977) (municipalities have no inherent power to levy special assessments); *Simpson v. City of Brooksville*, 188 So. 794 (Fla. 1939) (municipal corporations have no inherent power to levy special assessments and in order that such assessments be valid and enforceable, they must be made pursuant to legislative authority and in the manner or method prescribed by the Legislature); AGO's 82-9, 85-101. Compare, AGO 81-76 discussing limitations on the authority of a municipality to impose penalties for violations of municipal ordinances under its home rule powers.

[6] *City of Gainesville v. McCreary*, 63 So. 914 (Fla. 1913); *Snell Isle Homes, Inc. v. City of St. Petersburg*, 199 So.2d 525 (2 D.C.A. Fla., 1967), cert. denied, 204 So.2d 210 (Fla. 1967).

[7] *Id.*

[8] *Simpson v. City of Brooksville*, 188 So. 794 (Fla. 1939); AGO 82-9 (in the absence of specific statutory authorization therefor, the city is without power to levy and collect special assessments on buildings over 2 stories in height to finance the purchase of firefighting equipment and may not impose user charges or fees on

such buildings for providing general fire protection in the performance of a governmental duty owed to the general public); AGO 80-87.

[9] See, *Town of Monticello v. Finlayson*, 23 So.2d 843 (Fla. 1945).

[10] See generally, 63 C.J.S. *Municipal Corporations* s. 1579 a. and d.

[11] See, *Drury v. Harding*, 461 So.2d 104 (Fla. 1984) (the word "shall" is normally used in a statute to connote mandatory requirement). Cf., *State, Department of Revenue v. Zuckerman-Vernon Corporation*, 354 So.2d 353, 357 (Fla. 1977) construing the provisions of s. 201.17(2), F.S., which impose a documentary stamp penalty, as mandatory.

Florida Attorney General Advisory Legal Opinion

Number: AGO 93-35

Date: May 26, 1993

Subject: Past due public service tax

Ms. Gretchen R.H. Vose
City Attorney
City of Longwood
2705 West Fairbanks Avenue
Winter Park, Florida 32789

RE: TAXATION--PUBLIC SERVICE TAX--MUNICIPALITIES--absent statutory authority, city may not waive past due public service tax in order to compromise and settle the amount owed for uncollected taxes. s. 166.231, F.S.

Dear Ms. Vose:

You ask on behalf of the City of Longwood substantially the following question:

May a municipality waive the payment of past due public service taxes to compromise and settle the amount owed?

In sum:

Absent statutory authority, a municipality may not waive past due public service taxes in order to compromise and settle the amount owed. The statute of limitations, however, would limit collection of delinquent taxes to within five years after the taxes have been assessed or become delinquent.

The City of Longwood has an ordinance[1] which levies a public service tax on, among other things, the sale of bottled gas within the municipality.[2] You state that a hardware store has been selling bottled gas in the city since 1981, without collecting the tax and turning it over to the city. The hardware store, however, has been in compliance with the ordinance since November 1992, when the city notified it of its violation. It appears that the hardware store is liable for approximately 48,675 in past due taxes. The hardware store has asked if it may be relieved of its liability by making a payment of 5,000 in settlement of the back taxes. The issue of whether the city may settle or compromise the back taxes has been

raised.

In pertinent part, s. 166.231, F.S., provides:

"A municipality may levy a tax on the purchase of electricity, metered or bottled gas (natural liquefied petroleum gas or manufactured), and water service. The tax shall be levied only upon purchases within the municipality and shall not exceed 10 percent of the payments received by the seller of the taxable item from the purchaser for the purchase of such service."

The tax authorized by s. 166.231, F.S., must be collected by the seller of a taxable item from the purchaser at the time of payment for such service or item. The seller is obligated to remit the taxes collected to the municipality in the manner prescribed by ordinance. [3]

A municipality may exempt purchases of items taxable under s. 166.231, F.S., by the United States Government, the State of Florida, or any other public body as defined by s. 1.01, F.S., but must exempt such purchases by any recognized church in this state for use exclusively for church purposes.[4] Thus, the Legislature has specified those purchases which are exempt from the tax allowed under s. 166.231, F.S., and no others may be implied.[5]

Previously, in AGO 87-45, this office concluded that a municipality did not have the authority to provide an exemption from the public services tax other than those contained in s. 166.231, F.S. This office noted that a municipality has home rule powers granted by s. 2, Art. VIII, State Const., which may be exercised for any valid municipal purpose. However, the taxing power of a municipality is not derived from s. 2, Art VIII, State Const.; rather it originates in ss. 1(a) and (9)(a), Art. VII, State Const., and such general or special laws concerning other taxes enacted by the Legislature.[6] It was determined, therefore, that absent statutory authority, a municipality has no inherent power to impose taxes or to provide exemptions from such taxes.[7]

As a general rule, a municipality has no inherent power to exempt from taxation property which it is authorized by statute to tax, since delegation of the power to tax, with few exceptions, does not include the power to exempt from taxation or the power to remit or compromise taxes.[8] Similarly, without a statutory grant of authority, a municipality may not contract away its power to impose taxes or impose taxes only under certain conditions.[9]

The waiver of past due taxes would relieve the seller of its liability for collecting and turning over taxes due under the authority in s. 166.231, F.S. Moreover, it would appear to be an exemption from the tax which is not authorized in the statute.

In this instance, it appears that the taxes are delinquent from the years 1981 to 1991, those years which you state the hardware store sold bottled gas without collecting the taxes thereon. The collection of delinquent taxes, however, is limited by s. 95.091, F.S. In the absence of statutory authority for the imposition of a lien to secure the payment of taxes, s. 95.091(2), F.S.1992), provides:

"If no lien to secure the payment of a tax is provided by law, no action may be begun to collect the tax after 5 years from the date the tax is assessed or becomes delinquent, whichever is later."

The collection of delinquent taxes which are not secured by a lien, therefore, is statutorily limited to within five years of assessment or when the tax becomes delinquent.

Thus, it is my opinion that, absent statutory authority, the City of Longwood may not waive past due public service taxes in order to compromise and settle the amount owed for uncollected taxes by a seller of bottled gas. A delinquent tax which is not secured by a lien, however, may only be collected within five years of the time it is assessed or becomes delinquent. The observations and conclusions in this opinion are limited to the facts as presented to this office and apply only to the ability of a municipality to compromise or settle a claim for back taxes.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

[1] Adopted pursuant to s. 167.431, F.S. (1945), repealed by s. 5, Ch. 73-129, Laws of Florida, the "Municipal Home Rule Powers Act," which simultaneously enacted s. 166.231, F.S., authorizing the levy of a public service tax.

[2] Section 21-18, Longwood City Code, effective October 5, 1945.

[3] Section 21-18, Longwood City Code, states:

"It shall be the duty of every seller of . . . bottled gas to collect from the purchaser, for the use of the city, the tax levied under section 21-16, at the time of collecting the selling price thereof, and to report and pay over, on or before the fifteenth day

of each calendar month, unto the city, all such taxes levied and collected during the preceding calendar month. It shall be unlawful for any seller to collect for any such service without at the same time collecting the tax. . . .Any seller failing to collect such tax at the time of collecting for any such service, where the seller has not elected to assume and pay such tax, shall be liable to the city for the amount of such tax. . . ."

[4] Section 166.231(5), F.S. See also, s. 166.231(3), F.S., (municipality may exempt from the tax any amount up to, and including, the first 500 kilowatt hours of electricity purchased per month for residential use); s. 166.231(4), F.S. (purchase of natural gas or fuel oil by a public or private utility, either for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines exempt from taxation); and s. 166.231(8)(a), F.S. (municipality may by ordinance exempt not less than 50 percent of the tax on purchases of electrical energy by a qualified business in an enterprise zone).

[5] See, *Dobbs v. Sea Isle Hotel*, 56 So.2d 341, 341 (Fla. 1952) (where a statute sets forth exceptions to its operation, no others may be implied to be intended).

[6] See, AGO's 80-87 and 79-26 concluding that a municipality has no home rule powers with respect to the levy of excise or non-ad valorem taxes and exemptions therefrom, as all such taxing power must be authorized by general law.

[7] See also, AGO 89-11 (municipality not authorized to establish a cap which would exempt from taxation that portion of the service generating tax revenue in excess of a maximum monetary cap).

[8] See, 16 McQuillin, *Municipal Corporations* s. 44.65, p. 204.

[9] See, *Eastern Shores v. City of North Miami Beach*, 363 So.2d 321, 323 (Fla. 1978).

Florida Attorney General Advisory Legal Opinion

Number: AGO 97-83

Date: December 4, 1997

Subject: Taxation, collection of past-due municipal utility tax

Mr. Gordon B. Linn
Pompano Beach City Attorney
Post Office Box 2083
Pompano Beach, Florida 33061

RE: TAXATION--PUBLIC SERVICE UTILITIES TAX--MUNICIPALITIES--
authority of city to require private business to collect past-due
utility tax. ss. 166.231, 366.11 and 366.13, Fla. Stat.

Dear Mr. Linn:

You ask substantially the following question:

May a city require a utility company to collect a past-due utility
tax that the company failed to collect due to its use of a lower tax
rate than the one provided for by city ordinance?

In sum:

A city may require the collection of lawfully imposed utility taxes
that a private business fails to collect due to its use of a lower
tax rate than the one provided for by city ordinance at the time the
tax was assessed.

You state that as a result of a mistake, although the culpable party
is in dispute, for two months at the beginning of 1997 Florida Power
and Light (FP&L) failed to collect the proper utility tax for two
months at the beginning of 1997 from purchasers of electrical power
within the City of Pompano Beach. The utility charged and collected
8 percent rather than the lawfully levied rate of 10 percent
specified by city ordinance. Although FP&L corrected the error and
began billing customers at the proper rate, you state that the
utility company claims it may not legally backbill for the taxes it
failed to collect. The city takes the position that it may require
the utility to collect the unpaid taxes and remit them to the city.

Section 166.231, Florida Statutes, in pertinent part, provides:

"(1) (a) A municipality may levy a tax on the purchase of electricity, metered or bottled gas (natural liquefied petroleum gas or manufactured), and water service. The tax shall be levied only upon purchases within the municipality and shall not exceed 10 percent of the payments received by the seller of the taxable item from the purchaser for the purchase of such service. . . .

* * *

(6) The tax authorized hereunder shall be collected by the seller of the taxable item from the purchaser at the time of the payment for such service. The seller shall remit the taxes collected to the municipality in the manner prescribed by ordinance."

In Attorney General Opinion 93-35, this office considered whether a municipality could waive past due public service taxes where the vendor failed to collect the tax at the time of purchase.[1] Based upon the inability of a municipality to create an exemption from such taxation, it was concluded that the municipality could not settle the amount owed for less than what was supposed to have been collected. This conclusion was tempered, however, by the statutory limitation on collecting delinquent taxes not secured by a lien to within five years of the assessment or when the tax became delinquent.

Generally, where a tax is legally due from an individual and by error of the taxing authority it has not been collected, the taxing authority is not estopped from back-assessing and collecting the tax.[2] This has been characterized as "merely paying at a later date that which [the citizen] should have paid in the beginning." [3]

However, when a taxing authority makes a private business its agent for collection of a tax, other circumstances may have to be considered in determining whether the private business may be required to pay the uncollected tax. For example, in *George W. Davis & Sons, Inc. v. Askew*, [4] the court considered whether a private entity properly relied upon an appellate decision declaring an admission tax illegal and representations by the Department of Revenue that it should discontinue collecting the tax. When the appellate decision was overturned and the tax reinstated, the department sought payment of the taxes for the period the business had suspended collection. For the period of time that the tax was voided, however, the business did not collect the tax, relying upon the court's decision and representations by the taxing authority that the tax need not be collected in the affected appellate district. Noting that the business was faced with what any reasonable person would consider an authoritative holding that the tax was not legal and, therefore, should not be collected, the court stated that it would be unconscionable to expect the business to have anticipated the overturning of the court decision and ignored

the law as it existed. The court concluded that the case involved exceptional circumstances requiring that the department be estopped from collecting the tax.[5]

The application of estoppel to the state's ability to assert a claim, however, is extremely unlikely in light of subsequent case law.[6] Thus, only under exceptional circumstances will a taxing authority be estopped from requiring the payment of taxes for a period in which a private business fails to collect such taxes.[7] You have not provided a scenario involving circumstances that may be evaluated to determine whether their exceptional nature would affect the collection of the tax. Moreover, any determination of whether given circumstances would be a basis for precluding the back assessment of taxes would be a mixed question of law and fact that may not be resolved by this office.

Accordingly, I am of the opinion that a city may require a utility company to collect lawfully imposed utility taxes that the company has failed to collect.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgk

[1] See also, Op. Att'y Gen. Fla. 89-11 (1989) (municipality not authorized to establish a cap that would exempt from taxation that portion of a service generating tax revenue in excess of a certain monetary amount).

[2] See, *George W. Davis & Sons, Inc. v. Askew*, 343 So. 2d 1329, 1331 (Fla. 1st DCA 1977).

[3] 343 So. 2d at 1331.

[4] 343 So. 2d 1329 (Fla. 1st DCA 1977).

[5] See also, *Department of Revenue v. Anderson*, 389 So. 2d 1034 (Fla. 1st DCA 1980).

[6] See, *Coastal Petroleum Company v. American Cyanamid Company*, 492 So. 2d 339 (Fla. 1986) (Board of Trustees of the Internal Improvement Trust Fund could not be legally estopped from claiming ownership in sovereignty lands contained within swamp and overflowed

lands that have been previously conveyed, since sovereignty lands cannot be conveyed without clear intent and authority, and where conveyed, public use of the waters must be retained).

[7] See also, s. 366.11(2), Fla. Stat., providing in pertinent part that "[n]othing herein shall restrict . . . the right of a municipality to levy taxes on public services under s. 166.231," and s. 366.13, Fla. Stat., stating, "No provision of this chapter shall in any way affect any municipal tax or franchise tax in any manner whatsoever."

Florida Attorney General Advisory Legal Opinion

Number: AGO 2000-69

Date: December 4, 2000

Subject: Water control district, waiver of assessments

Ms. Mary M. Viator
Attorney at Law
Pal-Mar Water Control District
Post Office Box 2775
Palm Beach, Florida 33480-2775

RE: SPECIAL DISTRICTS--SPECIAL ASSESSMENTS--WATER CONTROL DISTRICTS--
-authority of water control district to waive outstanding
assessments, penalties, and interest.

Dear Ms. Viator:

You have asked for my opinion on substantially the following question:

Is the Pal-Mar Water Control District authorized to waive or forgive unpaid delinquent special assessments levied against property within the district over a period of several years?

In sum:

The Pal-Mar Water Control District is not authorized to waive or forgive unpaid delinquent special assessments levied against property within the district.

According to information supplied with your request, a large portion of privately-owned property located within the boundaries of the Pal-Mar Water Control District (district) will be acquired for public ownership. More specifically, the property is to be transferred to the South Florida Water Management District, Palm Beach County, and/or Martin County. Private property owners in the district have requested that the district waive or forgive a substantial amount of unpaid delinquent assessments, plus penalties and interest that have been levied against this property over a period of several years.

The district contacted the Department of Revenue for assistance in determining procedures to be followed if the district were to waive or forgive such assessments, interest and penalties. The Department

of Revenue advised the district that it may not simply forgive the unpaid special assessments but must follow the provisions of section 197.122, Florida Statutes, and administrative rules. Because the waiver of special assessments by the Pal-Mar Water Control District does not involve any of the situations outlined in section 197.122, Florida Statutes, you have asked whether the district has the authority to forego collection of these funds.

The Pal-Mar Water Control District is an independent special purpose taxing district created in 1972 pursuant to Chapter 298, Florida Statutes.[1] The district is located in Martin and Palm Beach Counties and consists of approximately 22,000 acres. Since its creation, the district has annually levied a non-ad valorem assessment and placed these on the tax notices prepared by Martin and Palm Beach Counties. The assessment is made for two purposes: 1) a maintenance assessment to cover the maintenance efforts of the district; and 2) a benefit assessment to pay the principal and interest on the bonds issued by the district to construct the required water management improvements. According to information you have supplied to this office, approximately \$175,000 is currently outstanding from both counties for delinquent assessments levied but uncollected over the years, plus related penalties and interest on these assessments.

As a water control district created prior to July 1, 1980, pursuant to the procedures contained in sections 298.01, 298.02, and 298.03, Florida Statutes (1979), the Pal-Mar Water Control District continues to operate as authorized by Chapter 298, Florida Statutes. [2] Section 298.305, Florida Statutes, provides that

"[T]he board of supervisors shall levy a non-ad valorem assessment as approved by the board on all lands in the district to which benefits have been assessed, to pay the costs of the completion of the proposed works and improvements[.] . . . The assessment must be apportioned to and levied on each assessable tract of land in the district. Under s. 298.54, the board of supervisors may also levy a maintenance assessment on all lands in the district to which benefits have been assessed as may be necessary to operate and maintain the district works and activities and to defray the current expenses of the district." [3]

Thus, section 298.305(1), makes provision for both maintenance and benefit assessments. [4]

Section 298.333, Florida Statutes, states:

"All non-ad valorem assessments provided for in this chapter, together with all penalties for default in payment of the same and all costs in collecting the same, constitutes, from the date of assessment thereof until paid, a lien of equal dignity with the

liens for county taxes and other taxes of equal dignity with county taxes upon all the lands against which such assessments have been levied and assessed, pursuant to s. 197.3632."

Section 298.341, Florida Statutes, states that all non-ad valorem assessments provided for in Chapter 298, Florida Statutes, will become delinquent and incur penalties on the assessed amount in the same manner as county taxes. The assessments will constitute a lien on the property against which they are assessed until they are paid and the lien is enforceable in the same manner as one imposed for county taxes.[5]

Pursuant to section 298.345, Florida Statutes:

"The collection and enforcement of all non-ad valorem assessments levied by the district shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes, the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedures in connection therewith, apply to the district and the delinquent and unpaid assessments and taxes of the district to the same extent as if the statutory provisions were expressly set forth in this chapter. All non-ad valorem assessments are subject to the same discounts as county taxes."

Thus, the collection and enforcement of special assessments of water control districts are accomplished using the legal considerations applicable to county taxes.

Chapter 197, Florida Statutes, recognizes a number of situations in which corrective action may be taken regarding taxes. Section 197.122(1), Florida Statutes, states:

"No act of omission or commission on the part of any property appraiser, tax collector, board of county commissioners, clerk of the circuit court, or county comptroller, or their deputies or assistants, or newspaper in which any advertisement of sale may be published shall operate to defeat the payment of taxes; but any acts of omission or commission may be corrected at any time by the officer or party responsible for them in like manner as provided by law for performing acts in the first place, and when so corrected they shall be construed as valid ab initio and shall in no way affect any process by law for the enforcement of the collection of any tax. All owners of property shall be held to know that taxes are due and payable annually and are charged with the duty of ascertaining the amount of current and delinquent taxes and paying them before April 1 of the year following the year in which taxes are assessed."

This section also authorizes the property appraiser to correct a "material mistake of fact relating to an essential condition of the subject property to reduce an assessment if to do so requires only the exercise of judgment as to the effect on assessed or taxable value of that mistake of fact." This would allow the property appraiser to correct an assessment that contained a mistake as to such things as the amount of acreage being assessed or the restrictions on permissible use of the assessed property. [6]

The Department of Revenue is required to pass upon and order refunds whether the tax payment has been made voluntarily or involuntarily under any of the following circumstances:

- "1. When an overpayment has been made.
2. When a payment has been made when no tax was due.
3. When a bona fide controversy exists between the tax collector and the taxpayer as to the liability of the taxpayer for the payment of the tax claimed to be due . . . and it is finally adjudged by a court of competent jurisdiction that the taxpayer was not liable for the payment of the tax or any part thereof.
4. When a payment has been made in error by a taxpayer to the tax collector
5. When any payment has been made for tax certificates that are subsequently corrected or are subsequently determined to be void under s. 197.443." [7]

Certain refunds do not require the involvement of the Department of Revenue. Refunds ordered by a court and refunds other than those resulting from changes made in the assessed value of property are to be made directly by the tax collector. [8] The tax collector also provides direct refunds in cases where a payment has been made in error by a taxpayer because of an error in the tax notice. [9] Claims for refunds must be made in accordance with the rules of the Department of Revenue and must be made within four years of January 1 of the tax year for which the taxes were paid. [10]

Your letter indicates that none of the factual situations described in Chapter 197, Florida Statutes, that would authorize a refund or correction of an assessment is present in the instant case. There is no allegation of invalid assessments, over-payments or other errors for which refunds or corrections are authorized to be made pursuant to statute. Rather, the district has received requests from certain delinquent taxpayers for a waiver of the special assessments owed. Nothing in Chapter 197, Florida Statutes, or elsewhere, provides authority to the Pal-Mar Water Control District to waive or forgive special assessments that have been lawfully assessed.

Unlike counties and municipalities, which have been granted home rule powers, water control districts possess no inherent or home

rule powers. Created by statute for specific limited purposes, such districts may exercise only those powers and authority as have been granted by law.[11]

Chapter 298, Florida Statutes, authorizes water control districts to impose maintenance and benefit assessments. These non-ad valorem assessments have been lawfully and correctly levied and are now delinquent. No provision of Chapter 197, Florida Statutes, authorizes the district to forgive or waive lawfully imposed special assessments.

Thus, it is my opinion that the Pal-Mar Water Control District is not authorized to waive or forgive unpaid delinquent special assessments validly levied against property within the district.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgh

[1] The Pal-Mar Water Control District was originally created as the Pal-Mar Water Management District pursuant to the provisions of Ch. 298, Fla. Stat. In 1978 all districts created pursuant to this chapter were designated "water control districts." See, s. 298.001, Fla. Stat.

[2] After July 1, 1980, the statutes provide that "no water control district may be created except pursuant to s. 125.01 or a special act of the Legislature." See, 298.01, Fla. Stat.

[3] Section 298.305(1), Fla. Stat.

[4] *And see*, s. 298.329, Fla. Stat., authorizing the board of supervisors to develop a new or amended water control plan if the works set out in the district plan are found to be insufficient.

[5] Section 298.341, Fla. Stat.

[6] Section 197.122(3), Fla. Stat. The statute defines "an essential condition of the subject property" to mean

"a characteristic of the subject parcel, including only:

1. Environmental restrictions, zoning restrictions, or restrictions on permissible use;

2. Acreage;
3. Wetlands or other environmental lands that are or have been restricted in use because of such environmental features;
4. Access to usable land;
5. Any characteristic of the subject parcel which characteristic, in the property appraiser's opinion, caused the appraisal to be clearly erroneous; or
6. Depreciation of the property that was based on a latent defect of the property which existed but was not readily discernible by inspection on January 1, but not depreciation resulting from any other cause."

[7] Section 197.182(1)(a), Fla. Stat.

[8] Section 197.182(1)(b)1., Fla. Stat

[9] Section 197.182(1)(b)2., Fla. Stat.

[10] Section 197.182(1)(c), Fla. Stat.

[11] See, e.g., Op. Att'y Gen. Fla. 90-63 (1990) (in the absence of a statute authorizing the recall of a supervisor of a water control district, the landowners of such a district are not authorized to establish procedures for the recall of a supervisor); and Op. Att'y Gen. Fla. 81-17 (1981). And see, *Forbes Pioneer Boat Line v. Board of Commissioners of Everglades Drainage District*, 82 So. 346 (Fla. 1919).