

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 20, 2011 – 5:30 p.m.
Governmental Complex – First Floor

1. Call to Order.

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

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

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

5. Commissioners' Forum.
6. Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming October 2011 as "Scottish Rite of Freemasonry Month" in Escambia County.

7. Written Communication:

September 6, 2011 - Communication from Charles L. Hoffman, Jr., Shell, Fleming, Davis & Menge, representing Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown, requesting that the Board forgive a Code Enforcement Lien, recorded in Official Records Book 6091, at Page 479, against property located at 1810 West Bobe Street.

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

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

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

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

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

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

9. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate alleyways in Blocks 65 and 66, Pinecrest Subdivision.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the vacation of alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet, or 0.24 acres, in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.:

A. Approve the Petition to Vacate alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet, or 0.24 acres, in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Blackwater River Tools, Inc. owns property in Blocks 65 and 66, Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said Blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

10. 5:32 p.m. Public Hearing for consideration of adopting a Resolution concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2010-2011.

(RECOMMENDATION AND BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

11. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Robinson's Mill Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Robinson's Mill Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

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

A. Payroll Expenditures for Pay Date September 30, 2011, in the amount of \$1,880,457.45;

B. The following two Disbursement of Funds:

(1) September 22, 2011, to September 28, 2011, in the amount of \$531,200.09; and

(2) September 29, 2011, to October 5, 2011, in the amount of \$20,000,218.13;

C. The Tourist Development Tax Collections Data for the August 2011 returns received in the month of September 2011; this Report completes the collections for Fiscal Year 2011;

D. The Investment Report for the month ended September 30, 2011; and

E. Budget Comparison Reports for the 12 months, or 100%, of Fiscal Year 2011, as follows:

(1) Summarized, by Fund, Budget to Actual Comparison as of September 30, 2011; and

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of September 30, 2011.

2. Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,309,506.35 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

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

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

A. A copy of *Resolution No. 757, Adoption of Fiscal Year 2011-2012 Budget*, as provided by N. Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on September 28, 2011;

B. The letter, dated August 1, 2011, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the Northwest Florida Water Management District's Standard Format Tentative Budget Submission, including information for the preceding Fiscal Year, the current Fiscal Year, and proposed amounts for upcoming Fiscal Year is available and can be viewed on the District's website at <http://nwfwd.state.fl.us/bifinance.html>, received in the Clerk to the Board's Office on September 30, 2011;

C. Copies of the *Oaths of Office* for Escambia County Health Facilities Authority Members Arthur J. Hall, Jr., who was appointed to a four-year term, effective August 22, 2011, to August 21, 2015, and Janice P. Gilley, who was appointed to a four-year term, effective September 28, 2011, to August 21, 2015, as provided by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority, and received in the Clerk to the Board's Office on September 28, 2011;

D. The following two documents received in the Clerk to the Board's Office on September 27, 2011:

(1) The *Escambia/Pensacola SHIP Program Annual Report (July 1, 2010 - June 30, 2011)*, based on the Board's April 19, 2007, action regarding the Escambia/Pensacola 2008-2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan; and

(2) The *Escambia/Pensacola HHR Program Annual Report (July 1, 2010 - June 30, 2011)*, based on the Board's July 7, 2005, action regarding the Escambia/Pensacola Hurricane Housing Recovery Assistance Plan/Hurricane Housing Recovery (HHR) Funds; and

E. The two certified affidavits establishing proof of publication for the County Commission District Boundaries, in accordance with Section 124.02, Florida Statutes, advertised in the Pensacola News Journal on September 10 and 17, 2011, and received in the Clerk to the Board's on September 15, 2011, and September 28, 2011.

4. Recommendation Concerning Ratification of Changes to Supplemental Budget Amendment #2

That the Board ratify the Management and Budget Services Department's changes to the Resolution approving Supplemental Budget Amendment #2, adopted by the Board on October 6, 2011, to reflect the actual Grant amount of \$2,391,358.

5. 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 Second Budget Public Hearing held September 27, 2011;

B. Approve the Minutes of the Attorney-Client Session held October 4, 2011;

C. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the Santa Rosa Island Authority Board held October 4, 2011;

D. Approve the Minutes of the Regular Board Meeting held October 6, 2011; and

E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 6, 2011.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 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.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Property - Chris Jones, Escambia County Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Escambia County Property Appraiser's Office, for property to be auctioned as surplus or properly disposed of, which is described and listed on the Disposition Form with agency and reason stated.

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

That the Board amend its action of September 1, 2011, approving the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated, to correct the Property Number from 48188 to 46188 and to correct the year from 1999 to 1998.

3. Recommendation Concerning Community Redevelopment Agency Chair and Vice Chair Appointment - Keith Wilkins, REP, Community Environment Department Director

That the Board ratify the October 20, 2011, action of the Community Redevelopment Agency (CRA) reappointing Commissioner Marie Young to serve as Chair and Commissioner Gene M. Valentino to serve as Vice Chair of the CRA. The terms will begin and coincide with the appointment of the Chair and Vice Chair of the Board of County Commissioners.

4. Recommendation Concerning CRA Meeting Minutes September 15, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the September 15, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

5. Recommendation Concerning Enterprise Zone Development Agency Third Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the October 20, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Third Quarter Report.

6. Recommendation Concerning Scheduling and Advertising a Public Hearing for the Barrancas Redevelopment Area Plan Update - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, November 17, 2011, to consider adoption of a Resolution of Escambia County, Florida, amending the Barrancas Area Redevelopment Plan; amending the plan document originally adopted by the County Commissioners on September 19, 2002; providing for severability; providing for an effective date.

7. Recommendation Concerning Deleting Certain Board Policies Concerning the Public Safety Department – Michael D. Weaver, Public Safety Department Director

That the Board approve deleting from the Board of County Commissioners' Policy Manual the following policies concerning the Public Safety Department, which are no longer relevant:

A. Section II, Part D.5, Dispatch of Standby Ambulance for Community Events, effective August 30, 1979, which is not necessary as the rate for this service is dictated by the current Ambulance Fee Schedule and authorization for provision of such service is within the purview of the Public Safety Department Director;

B. Section IV, A.1, Sale and Purchase of Equipment Among Volunteer Fire Departments, effective January 26, 1988, which is not necessary as these functions are within the purview of the County Fire Chief; and

C. Section IV, A.2, Assisting Volunteer Fire Departments in Routine Road Maintenance, effective June 24, 1986, which is not necessary as such maintenance is within the purview of the County Fire Chief.

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

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

9. Recommendation Concerning Issuance of Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advance Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2012, through December 31, 2012; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

10. Recommendation Concerning Adoption of a Maintenance Map for a Portion of Eastman Lane in the Cottage Hill Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area:

A. Adopt a Maintenance Map, Map Number L-4890-M, for a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way, specifically that parcel of land as described in Official Record Book 6013, at Page 1966;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

The County has maintained a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area, as depicted on the Map, Number L-4890-M, specifically that portion of Eastman Lane that lies within that parcel of land described in Official Record Book 6013, at Page 1966.

11. 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 Joyce Yon, Employee Specialist, The National Caucus and Center for Black Aged, Inc., (NCBA), to the Workforce Escarosa Inc., Board of Directors as the NCBA permanent representative, effective October 20, 2011, for an indefinite term.

12. Recommendation Concerning Scheduling a Public Hearing for Uniform Method of Collection for Non-Ad Valorem Special Assessments - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 8, 2011, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

13. Recommendation Concerning Proposed Changes to S.R. 1300 - The RESTORE Gulf Coast Act of 2011 - Grover C. Robinson, IV, County Commissioner, District 4

That the Board approve the proposed amendments to S.R. 1300 - The Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy (RESTORE) of the Gulf Coast Act of 2011. This bill proposes that 35 percent of the Clean Water Act penalties charged to BP be distributed equally to the five impacted states, from Florida to Texas.

14. Recommendation Concerning Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for the following:

- A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conference/events, as noted on the 2011/2012 Annual Travel/Conference Schedule; and
- B. Commissioners participating in the Florida Association of Counties' Advanced Commissioner Certification Program.

15. Recommendation Concerning License Agreement for Access Authorization to Escambia County Tax Parcel GEO Number 052S30-1001-002-017 - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the License Agreement for Access Authorization to Escambia County Tax Parcel GEO Number 052S30-1001-002-017. This parcel is part of the EPA (Environmental Protection Agency) Escambia Wood Treating Superfund Project and is contiguous with properties which are currently being remediated by the EPA.

16. Recommendation Concerning Amended Partial Release of Liens Associated with Property Located at 3005 West Gonzalez Street - Amy Lovoy, Management and Budget Services Department Director

That the Board approve amending its action taken on the September 15, 2011, concerning partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, relating to Liens against property located at 1009 Alexandria Drive to correct Official Records Book 6653, Page 64, to Official Records Book 6553, Page 64, due to a scrivener's error.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract with the Escambia County Health Department - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board take the following action concerning the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for the Operation of the Escambia County Health Department:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for the Operation of the Escambia County Health Department for FY 2011-2012"; Providing for an Effective Date, for the Contract year of October 1, 2011, through September 30, 2012; and

B. Authorize the Chairman to sign the Resolution and the Contract.

2. Recommendation Concerning the Escambia County Health Department's Revised Fee Schedule - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised Fee Schedule for the services provided by the State of Florida, Department of Health, Escambia County Health Department; periodically the Escambia County Health Department revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

3. Recommendation Concerning Budget Amendment #005 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #005, General Fund (001) in the amount of \$106,245, to recognize an increase in the Property Appraiser's Fiscal Year 2011-2012 Budget approved by the Florida Department of Revenue (DOR), and to appropriate the increased allocation for the Property Appraiser's operational activities.

4. Recommendation Concerning Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to DRMP, Inc., for multi-lane reconstruction, per PD 10-11.071, Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI (Construction, Engineering and Inspection), in the amount of \$1,482,372.47.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

5. Recommendation Concerning Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Atkins North America, Inc. (formerly known as PBS&J), per PD 10-11.070, Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI (Construction, Engineering and Inspection) in the amount of \$195,719.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

6. Recommendation Concerning Installation, Refurbish and Removal of Pavement Markings and Associated Items - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Price Contract, PD 10-11.067, Installation, Refurbish and Removal of Pavement Markings and Associated Items, for a period of up to 36 months, effective October 1, 2011, to Coastline Striping, Inc., for an annual amount of up to \$1,000,000.

[Funding: Fund 175, Transportation, Cost Center 211201, Object Code 54601, \$400,000, and Fund 352, LOST III, Cost Center 210107, Object Code 56301, \$600,000]

7. Recommendation Concerning Coral Creek Subdivision South Area Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.076, Coral Creek Subdivision South Area Drainage Improvements, to Aero Training & Rental, Inc., for a total amount of \$475,473.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0301]

8. Recommendation Concerning Surplus and Sale of County-Owned Landlocked Property - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real landlocked property, which does not have an address, located in a parcel between West Fairfield Drive and Mission Road:

A. Declare surplus the Board's real property, Account Number 06-0010-000, Reference Number 16-2S-30-1001-070-002;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,392, in accordance with Section 46.134 of the Escambia County Code of Ordinances or make a factual determination, in accordance with Section 46-131, Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and

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

9. Recommendation Concerning 2011/2012 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Emergency Shelter Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,020, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the project.

[Funding: Fund 110, Other Grants and Projects/ESG, Cost Center 220561]

10. Recommendation Concerning 2011/2012 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2011/2012 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the project.

[Funding: Fund 129/CDBG, Cost Center 220439]

11. Recommendation Concerning Approval of 2011/2012 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission:

A. Approve the 2011/2012 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with Escambia Pensacola-Human Relations Commission (HRC), providing a total of \$18,500 for the 2011/2012 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.

[Funding: Fund 129/CDBG, Cost Center 220437]

12. Recommendation Concerning Sign Grant Funding for 3725 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 20, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 3725 Mobile Highway:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Relax Inn Motel Corporation, owner of commercial property located at 3725 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign; and

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

13. Recommendation Concerning Agreement with Pensacola Bay Transportation Company to Provide Paratransit Transportation Services - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning an Agreement with Pensacola Bay Transportation Company, LLC, to Provide Paratransit Transportation Services:

A. Approve the Agreement to Provide Paratransit Transportation Services between the County and Pensacola Bay Transportation Company, LLC, in the estimated amount of \$1,104,985 (payable in monthly installments), effective October 1, 2011, through September 30, 2012, to provide transportation services to disabled persons as required by the Americans with Disabilities Act (ADA) and State service plans; and

B. Authorize the Chairman to execute the Agreement and any supporting documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - approximately \$1,104,985 (included in Escambia County Area Transit's Fiscal Year 2012 Budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal fund sources)]

14. Recommendation Concerning the Acquisition of Real Property Located on Saufley Field Road from the Johnson Family - Joy D. Blackmon, P. E., Public Works Department Director

That the Board authorize the Chairman to execute the Contract for Sale and Purchase from Michael and Sandra Johnson, David Johnson, Genevieve Hollis and Martha Morgan for the acquisition of property located at 5650 Saufley Field Road.

[Funding Source: Fund 401, "Solid Waste Fund", Cost Center 230316, "Saufley Landfill", Object Code 56101]

Meeting in regular session on June 16, 2011, the Board approved the purchase of three parcels of property located on Saufley Field Road from Michael and Sandra Johnson, David Johnson, Genevieve Hollis and Martha Morgan. Two of the parcels have been acquired, but in preparation for closing it was noted that the legal description was inadvertently omitted on the Contract for Sale and Purchase for this parcel as presented to the Board. In all other aspects, the Contract for Sale and Purchase remains unchanged. Staff is requesting Board approval to amend the Contract for Sale and Purchase to include the legal description and to proceed with this acquisition.

15. Recommendation Concerning the Acceptance of Property for Road Right-of-Way on Mason Lane - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the acceptance of property for road right-of-way on Mason Lane, from Racetrac Petroleum, Inc.:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of property, by donation, for road right-of-way on Mason Lane from Racetrac Petroleum, Inc., to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of a new commercial business, which will increase the County's tax roll;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Special Warranty Deed as of the day of delivery of the Special Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Racetrac Petroleum, Inc., owns property located at the southeast corner of Mason Lane and North Palafox Street and is in the process of constructing a store at this location. The County has limited right-of-way on Mason Lane. Through the Development Review Process (DRC), Racetrac Petroleum Inc., was requested to donate property (6098.40 square feet or approximately 0.14 acres) to the County for additional right-of-way along Mason Lane. Board approval is required to allow Staff to proceed with this acquisition by donation and for the Board's acceptance of the property for road right-of-way.

16. Recommendation Concerning the Acceptance of a Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida - Joy D. Blackmon, P. E., Public Works Director

That the Board take the following action concerning the acceptance of a Public Right-of-Way Easement on St. Joseph Avenue, from the Board of Public Instruction of Escambia County, Florida; a/k/a The School Board of Escambia County, Florida:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of the Public Right-of-Way Easement on St. Joseph, Avenue from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of sidewalks for the safety of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Public Right-of-Way Easement as of the day of delivery of the Public Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on St. Joseph Avenue (Goulding School). Escambia County has plans to construct sidewalks along St. Joseph Avenue, between North "L" Street and North "I" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project.

17. Recommendation Concerning the Aquisition of Property, Totaling Approximately 14.81 Acres, Located Along Camp Road and Pine Barren Road, Escambia County, Florida - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the acquisition of property, totaling approximately 14.81 acres, located along Camp Road and Pine Barren Road, in Escambia County, Florida:

A. Authorize staff to make an offer to RMS Timberlands, LLC, up to \$52,879, to purchase the 14.81 acre parcel, located along Camp Road and Pine Barren Road, in Escambia County, Florida;

B. Authorize the payment of incidental expenses associated with the acquisition of the property; and

C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute all documents necessary to complete the acquisition of this property.

[Fund 401, Solid Waste, Cost Center 230315, Object Code 56101]

18. Recommendation Concerning Approval of Agreement with Swagit Productions, LLC, for Video Streaming Services - David Musselwhite, Information Technology Department Director

That the Board approve and authorize the County Administrator to sign the Agreement for Video Streaming Services with Swagit Productions, LLC, of Plano, Texas, for an upfront amount of \$4,885 and a monthly service fee of \$1,825, which will replace the existing in-house video streaming services with a hosted solution that will provide 24 hours a day, 7 days a week continuous streaming of the Escambia County Television Programing and on-demand video streaming of the Board of County Commissioners' Meetings that are indexed to the published meeting Agendas.

The County Attorney's Office has requested that the Board be made aware of the following language in the Agreement:

Section 8 General Provisions - Sub-section 8.3 Attorney's Fees . If suit of action is initiated in connection with any controversy arising our of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by appellate court.

[Funds are available in the Fiscal Year 2011/2012 Budget]

III. For Discussion

1. Recommendation Concerning the 2012 Legislative Requests - Charles R. "Randy" Oliver, County Administrator

That the Board authorize the County Administrator to submit the 2012 Legislative Requests to the Northwest Florida Legislative Delegates with the intent and hope that the items will be reviewed in the approaching session. (Please note, this is a final Draft. The final Legislative Agenda will be distributed under separate cover before the meeting.)

2. Discussion Concerning Nine Mile Road Resurfacing - Commissioner Kevin W. White, Chairman

(NO BACKUP PROVIDED)

3. Recommendation Concerning a Lease Agreement between Pensacola Ice, LLC, and the Escambia County Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Lease between Pensacola Ice, LLC, and the Escambia County Board of County Commissioners, providing for an exclusive right to present ice hockey in the Pensacola Civic Center, commencing on April 15, 2012, until the end of the 2012/2013 hockey season with a two-year extension available upon mutual agreement of the parties.

4. Discussion Concerning County Administrator's Annual Evaluation - Charles R. "Randy" Oliver, County Administrator

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling a Public Hearing to Approve Setting a Referendum for Renewal of the Economic Development Ad Valorem Tax Exemption (EDATE) Ordinance

That the Board authorize the scheduling and advertising of a Public Hearing for November 3, 2011, at 5:31 p.m., to consider approving a referendum for renewal of the Economic Development Ad Valorem Tax Exemption (EDATE) Ordinance.

II. For Discussion

1. Recommendation Concerning Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

That the Board take the following action:

A. Determine whether to reconsider the proposed Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance, previously discussed and voted on by the Board at its Regular Meeting on September 15, 2011;

and, if so:

B. Schedule a Public Hearing to consider the proposed Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance for November 17, 2011, at 5:32 p.m., and authorize the advertising of the Public Hearing;

and if so:

C. Select which of the two versions of the proposed Ordinance the Board desires to consider, Version A or Version B.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1620

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 10/20/2011

Issue: Adoption of Proclamation

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming October 2011 as "Scottish Rite of Freemasonry Month" in Escambia County.

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 10-20-2011

PROCLAMATION

WHEREAS, the Supreme Council 33^o, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, has authority to Charter Scottish Rite Valleys in over 35 Orients; and

WHEREAS, the Orient of Florida has eleven Valleys sitting in the manor populated areas of Florida; and

WHEREAS, each Valley has a Lodge of Perfection, a Chapter of Rose Croix, a Council of Kadosh and a Consistory Working within the Valley; and

WHEREAS, the Valley of Pensacola was originally Chartered as Omar Lodge of Perfection #8, Tarshatha Chapter of Rose Croix #4, Escambia Council of Kadosh #4, and Pensacola Consistory #3; and

WHEREAS, the Supreme Council saw fit to change the names of these bodies to reflect the area in which they worked, hence Pensacola Lodge of Perfection, Pensacola Chapter of Rose Croix, Pensacola Council of Kodosh and Pensacola Consistory; and

WHEREAS, Pensacola Lodge of Perfection celebrated the 100th Anniversary of its Chapter on October 16, 2005, with property ceremony; and

WHEREAS, the Pensacola Chapter of Rose Croix, Pensacola Council of Kodosh, and Pensacola Consistory will celebrate their 100th Anniversary of Chartering, with ceremonies during the month of October 2011.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of October 2011, as

“SCOTTISH RITE OF FREEMASONRY MONTH”

in Escambia County and honors and commends the Scottish Rite Masons, Valley of Pensacola, Orient of Florida, for their leadership, dedication and service to the community.

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

Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: October 20, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1451

Written Communication Item #: 7.

BCC Regular Meeting

Meeting Date: 10/20/2011

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

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

September 6, 2011 - Communication from Charles L. Hoffman, Jr., Shell, Fleming, Davis & Menge, representing Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown, requesting that the Board forgive a Code Enforcement Lien, recorded in Official Records Book 6091, at Page 479, against property located at 1810 West Bobe Street.

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

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

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

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

BACKGROUND:

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

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

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

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

January 4, 2007 Request made for special magistrate hearing.

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

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

February 15, 2007 Hearing held. \$1,100.00 court cost awarded to the county, \$25.00 per day fine and a deadline of 02/24/07 to abate violations.

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

Reinspection conducted and violations remained.

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

August 2007 The property was put out for bid.

File has copies of two messages for Charles Walter from Mr. Vanderhall. No notes in file related to conversation.

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

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

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00
B. Daily Fines: \$7,300.00
C. Abatement Fees \$3,980.00
TOTAL \$12,380.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1810 W Bobe Street

SHELL, FLEMING, DAVIS & MENGE
ATTORNEYS AT LAW

BRADEN K. BALL, JR.
GEOFFREY P. BRODERSEN
MAUREEN DUIGNAN
Board Certified Criminal Trial Lawyer
Also Licensed In New York
PATRICK J. HAMMERGREN
CHARLES L. HOFFMAN, JR.
J.D. in Taxation
DANNY L. KEBNER
Board Certified Civil Trial Lawyer
LOUIS A. (TRIP) MAYGARDEN, III
JILL K. SATTERWHITE
J.D. in Taxation
Also Licensed In Alabama
JAMES A. SHEA, JR.
Also Licensed in Alabama and Georgia
STEPHEN B. SHELL
Board Certified Real Estate Lawyer
COURTNEY F. SMITH
TOMMY G. SMITH

CHARLES L. HOFFMAN, JR.
TELEPHONE • (850) 434-2411 ext. 103
FACSIMILE • (850) 435-1074
E-MAIL • choffman@shellfleming.com

OF COUNSEL:
THURSTON A. SHELL
FLETCHER FLEMING

ROLLIN D. DAVIS, JR.
(1932-2002)
M.J. MENGE
(1936-2007)

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

MAIL TO:
POST OFFICE BOX 1831
PENSACOLA, FLORIDA 32591-1831

September 6, 2011

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

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

Dear Ms. Gafford:

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

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

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

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

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

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

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

Sincerely,

Shell, Fleming, Davis & Menge



Charles L. Hoffman, Jr.

CLH/alm
Enclosures
cc: Clients
File No. H4760.00000

Recorded in Public Records 02/22/2007 at 11:45 AM OR Book 6091 Page 479,
Instrument #2007016969, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 02/22/2007 at 10:59 AM OR Book 6091 Page 173,
Instrument #2007016897, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

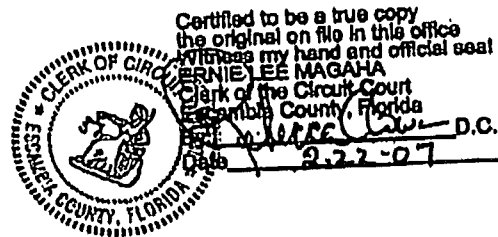
Case No.: CE 06-09-0607
Location: 1810 W. Bobe Street
PR# 172S30-1500-017-006

John Kyles
1810 W. Bobe Street
Pensacola, FL 32501

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special
Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the
ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the
evidence before him in the form of testimony by the Enforcement Officer and the respondent or
representative, John Kyles *Shower by Postcard* as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a
violation of the Code of Ordinances, the Special Magistrate finds that a violation of the Code of
Ordinances § 30-207(1)(b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (ab), (ac), (ad), (ae), (af), (ag), (ah), (ai), (aj), (ak), (al), (am), (an), (ao), (ap), (aq), (ar), (as), (at), (au), (av), (aw), (ax), (ay), (az), (ba), (bb), (bc), (bd), (be), (bf), (bg), (bh), (bi), (bj), (bk), (bl), (bm), (bn), (bo), (bp), (bq), (br), (bs), (bt), (bu), (bv), (bw), (bx), (by), (bz), (ca), (cb), (cc), (cd), (ce), (cf), (cg), (ch), (ci), (cj), (ck), (cl), (cm), (cn), (co), (cp), (cq), (cr), (cs), (ct), (cu), (cv), (cw), (cx), (cy), (cz), (da), (db), (dc), (dd), (de), (df), (dg), (dh), (di), (dj), (dk), (dl), (dm), (dn), (do), (dp), (dq), (dr), (ds), (dt), (du), (dv), (dw), (dx), (dy), (dz), (ea), (eb), (ec), (ed), (ee), (ef), (eg), (eh), (ei), (ej), (ek), (el), (em), (en), (eo), (ep), (eq), (er), (es), (et), (eu), (ev), (ew), (ex), (ey), (ez), (fa), (fb), (fc), (fd), (fe), (ff), (fg), (fh), (fi), (fj), (fk), (fl), (fm), (fn), (fo), (fp), (fq), (fr), (fs), (ft), (fu), (fv), (fw), (fx), (fy), (fz), (ga), (gb), (gc), (gd), (ge), (gf), (gg), (gh), (gi), (gj), (gk), (gl), (gm), (gn), (go), (gp), (gq), (gr), (gs), (gt), (gu), (gv), (gw), (gx), (gy), (gz), (ha), (hb), (hc), (hd), (he), (hf), (hg), (hh), (hi), (hj), (hk), (hl), (hm), (hn), (ho), (hp), (hq), (hr), (hs), (ht), (hu), (hv), (hw), (hx), (hy), (hz), (ia), (ib), (ic), (id), (ie), (if), (ig), (ih), (ii), (ij), (ik), (il), (im), (in), (io), (ip), (iq), (ir), (is), (it), (iu), (iv), (iw), (ix), (iy), (iz), (ja), (jb), (jc), (jd), (je), (jf), (jg), (jh), (ji), (jj), (jk), (jl), (jm), (jn), (jo), (jp), (jq), (jr), (js), (jt), (ju), (jv), (jw), (jx), (jy), (jz), (ka), (kb), (kc), (kd), (ke), (kf), (kg), (kh), (ki), (kj), (kk), (kl), (km), (kn), (ko), (kp), (kq), (kr), (ks), (kt), (ku), (kv), (kw), (kx), (ky), (kz), (la), (lb), (lc), (ld), (le), (lf), (lg), (lh), (li), (lj), (lk), (ll), (lm), (ln), (lo), (lp), (lq), (lr), (ls), (lt), (lu), (lv), (lw), (lx), (ly), (lz), (ma), (mb), (mc), (md), (me), (mf), (mg), (mh), (mi), (mj), (mk), (ml), (mm), (mn), (mo), (mp), (mq), (mr), (ms), (mt), (mu), (mv), (mw), (mx), (my), (mz), (na), (nb), (nc), (nd), (ne), (nf), (ng), (nh), (ni), (nj), (nk), (nl), (nm), (nn), (no), (np), (nq), (nr), (ns), (nt), (nu), (nv), (nw), (nx), (ny), (nz), (oa), (ob), (oc), (od), (oe), (of), (og), (oh), (oi), (oj), (ok), (ol), (om), (on), (oo), (op), (oq), (or), (os), (ot), (ou), (ov), (ow), (ox), (oy), (oz), (pa), (pb), (pc), (pd), (pe), (pf), (pg), (ph), (pi), (pj), (pk), (pl), (pm), (pn), (po), (pp), (pq), (pr), (ps), (pt), (pu), (pv), (pw), (px), (py), (pz), (qa), (qb), (qc), (qd), (qe), (qf), (qg), (qh), (qi), (qj), (qk), (ql), (qm), (qn), (qo), (qp), (qq), (qr), (qs), (qt), (qu), (qv), (qw), (qx), (qy), (qz), (ra), (rb), (rc), (rd), (re), (rf), (rg), (rh), (ri), (rj), (rk), (rl), (rm), (rn), (ro), (rp), (rq), (rr), (rs), (rt), (ru), (rv), (rw), (rx), (ry), (rz), (sa), (sb), (sc), (sd), (se), (sf), (sg), (sh), (si), (sj), (sk), (sl), (sm), (sn), (so), (sp), (sq), (sr), (ss), (st), (su), (sv), (sw), (sx), (sy), (sz), (ta), (tb), (tc), (td), (te), (tf), (tg), (th), (ti), (tj), (tk), (tl), (tm), (tn), (to), (tp), (tq), (tr), (ts), (tt), (tu), (tv), (tw), (tx), (ty), (tz), (ua), (ub), (uc), (ud), (ue), (uf), (ug), (uh), (ui), (uj), (uk), (ul), (um), (un), (uo), (up), (uq), (ur), (us), (ut), (uu), (uv), (uw), (ux), (uy), (uz), (va), (vb), (vc), (vd), (ve), (vf), (vg), (vh), (vi), (vj), (vk), (vl), (vm), (vn), (vo), (vp), (vq), (vr), (vs), (vt), (vu), (vv), (vw), (vx), (vy), (vz), (wa), (wb), (wc), (wd), (we), (wf), (wg), (wh), (wi), (wj), (wk), (wl), (wm), (wn), (wo), (wp), (wq), (wr), (ws), (wt), (wu), (wv), (ww), (wx), (wy), (wz), (xa), (xb), (xc), (xd), (xe), (xf), (xg), (xh), (xi), (xj), (xk), (xl), (xm), (xn), (xo), (xp), (xq), (xr), (xs), (xt), (xu), (xv), (xw), (xx), (xy), (xz), (ya), (yb), (yc), (yd), (ye), (yf), (yg), (yh), (yi), (yj), (yk), (yl), (ym), (yn), (yo), (yp), (yq), (yr), (ys), (yt), (yu), (yv), (yw), (yx), (yy), (yz), (za), (zb), (zc), (zd), (ze), (zf), (zg), (zh), (zi), (zj), (zk), (zl), (zm), (zn), (zo), (zp), (zq), (zr), (zs), (zt), (zu), (zv), (zw), (zx), (zy), (zz)

has occurred and continues.



THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: John Kyles shall have until 2/23/07, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: Complete Removal of all Contributory Conditions; Obtain Building Permit per City Up to Code and Obtain Occupancy Permit and Renewal and Update Plans

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 25.00 per day, commencing 2/29/07, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

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

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

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

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

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

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

DONE AND ORDERED at Escambia County, Florida on this the 10th day of

January, 2007.



Jim Messer
Special Magistrate
Office of Environmental Enforcement

Sandra F Slay

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

Sam:

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

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

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

Please review

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

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

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

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



Office of Environmental Enforcement



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

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

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

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

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

Lien Amount

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1538

Public Hearings Item #: 9.

BCC Regular Meeting

Meeting Date: 10/20/2011

Issue: 5:31 p.m. Public Hearing - Vacate Alleyways in Blocks 65 and 66, Pinecrest Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate alleyways in Blocks 65 and 66, Pinecrest Subdivision.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the vacation of alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet, or 0.24 acres, in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.:

- A. Approve the Petition to Vacate alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet, or 0.24 acres, in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Blackwater River Tools, Inc. owns property in Blocks 65 and 66, Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said Blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

Blackwater River Tools, Inc. owns property in Blocks 65 and 66, Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said Blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no 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 documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and delivered to the Petitioner, who will have them recorded in the public records and will have notices published.

Staff has been in contact with Petitioner. It is the responsibility of Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Hold/Harmless

Resolution

Notice of Adoption

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(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

ALLEYWAY

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), BLACKWATER RIVER TOOLS INC presently _____ own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

2. That the Petitioner(s), BLACKWATER RIVER TOOLS INC desire(s) 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(s) 17 Township 2 SOUTH Range 30 West and recorded in PLAT DEED BOOK # 55 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(s) 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.

BLACKWATER RIVER TOOLS INC
Petitioner(s) Name

2503 NORTH V. STREET
Street Address

PENSACOLA, FL 32505
City State

850-476-9959
Phone Number

Agent's Name

Agent's Phone Number

Date

HOLD/HARMLESS AGREEMENT

WHEREAS, BLACK WATER RIVER TOOLS INC hereafter called "Petitioner(s)" has 5 requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

2. Petitioner(s), hereby covenant(s) and agree(s) that She has 5 complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Blackwater River Tools, Inc.

Executed in the presence of:

Judith Cantrell
Witness
Judith Cantrell
Print or type name
Bernie W Manning
Witness
Bernie W Manning
Print or type name

Calene C. Forko's
Petitioner(s) President
CALENE C. FORKO'S
Print or type name(s)

Date: 8-15-11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Calene C Forko's. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

(Notary Seal must be affixed)

Judith C Cantrell
Notary Public
Judith C Cantrell
Print or type name

Commission Expires: _____
Commission Number: _____



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR 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.

WHEREAS, BLACKWATER RIVER TOOLS, INC. has s petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), BLACKWATER RIVER TOOLS, INC. has s caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at _____ on _____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of 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 will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

VACATION REQUEST, 20-FOOT ALLEYWAY, PINECREST SUBDIVISION, BLOCK 65-66

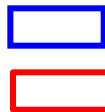
Petitioners: Blackwater River Tools, Inc.

EXHIBIT "A"



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 05/24/11 DISTRICT 3



Petitioner's Property

Requested Alleyway to be Vacated



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1598

Public Hearings Item #: 11.

BCC Regular Meeting

Meeting Date: 10/20/2011

Issue: 5:33 p.m. Public Hearing to Adopt the Robinson's Mill Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Robinson's Mill Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Robinson's Mill Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in the Robinson's Mill Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

A letter of request to create the MSBU was submitted by the majority property owner, Robinson's Mill Investments, LLC. There are an estimated 62 properties in the district, and Robinson's Mill

Investments, LLC represents 62% of those properties. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$182.37 for the first assessment (which covers 23 months) and \$103.49 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Robinson's Mill Ordinance

ORDINANCE 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE ROBINSON'S MILL SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Robinson's Mill Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution **R2010-215**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Robinson's Mill Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 62 properties in this proposed district and the primary property owners in the Robinson's Mill Subdivision have submitted a letter to the Board of County Commissioners which represents 62% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Robinson's Mill Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY:

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for

the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Robinson's Mill Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Robinson's Mill Subdivision Street Lighting District divided by the total ERU's in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Robinson's Mill Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Robinson's Mill Subdivision Street Lighting District shall include the following:

A Subdivision of a Portion of Section 18, Township 1 North, Range 30 West, Escambia County, Florida, A Single-Family Residential Subdivision Zoned: V-2, FLU: MU-6, June 2008 as classified by the Property Appraiser's records in Plat Book 18, Pages 98 & 98A, all properties excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs):* A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements:* All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Robinson's Mill Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. DISTRICT CREATED. There is hereby created within Escambia County the Robinson's Mill Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 10. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____ 2011.

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

By: _____
Kevin W. White, Chairman

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

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: *Kristin Stuel*
Title: HCA
Date: 9/29/11

EXHIBIT A:

DESCRIPTION:

COMMENCE AT A 4"x4" CONCRETE MONUMENT #4655 AT THE NORTHEAST CORNER OF BROOKSIDE HILLS AS RECORDED IN PLAT BOOK 16, PAGE 89 AND 89-A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO SOUTH 02 DEGREES 38 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID BROOKSIDE HILLS, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 30 WEST A DISTANCE OF 673.99 FEET TO THE POINT OF BEGINNING;

THENCE GO NORTH 83 DEGREES 36 MINUTES 08 SECONDS EAST A DISTANCE OF 200.06 FEET;

THENCE GO NORTH 36 DEGREES 08 MINUTES 19 SECONDS EAST A DISTANCE OF 187.62 FEET;

THENCE GO SOUTH 87 DEGREES 25 MINUTES 51 SECONDS EAST A DISTANCE OF 79.04 FEET;

THENCE GO SOUTH 74 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 479.02 FEET;

THENCE GO SOUTH 56 DEGREES 40 MINUTES 07 SECONDS EAST A DISTANCE OF 167.14 FEET;

THENCE GO SOUTH 20 DEGREES 00 MINUTES 28 SECONDS EAST A DISTANCE OF 364.41 FEET;

THENCE GO SOUTH 37 DEGREES 23 MINUTES 50 SECONDS EAST A DISTANCE OF 226.05 FEET;

THENCE GO SOUTH 58 DEGREES 58 MINUTES 00 SECONDS WEST A DISTANCE OF 41.07 FEET;

THENCE GO SOUTH 16 DEGREES 26 MINUTES 23 SECONDS EAST A DISTANCE OF 35.44 FEET;

THENCE GO SOUTH 08 DEGREES 30 MINUTES 22 SECONDS EAST A DISTANCE OF 17.00 FEET;

THENCE GO SOUTH 58 DEGREES 58 MINUTES 00 SECONDS WEST A DISTANCE OF 306.41 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET;

THENCE GO ALONG SAID CURVE A DISTANCE OF 42.12 FEET, (DELTA= 96 DEGREES 31 MINUTES 55 SECONDS, CHORD= 37.31 FEET, CHORD BEARING= SOUTH 10 DEGREES 42 MINUTES 02 SECONDS WEST) TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500.00 FEET;

THENCE GO ALONG SAID CURVE A DISTANCE OF 125.42 FEET, (DELTA= 14 DEGREES 22 MINUTES 20 SECONDS, CHORD= 125.09 FEET, CHORD BEARING= SOUTH 44 DEGREES 45 MINUTES 05 SECONDS EAST);

THENCE GO SOUTH 29 DEGREES 28 MINUTES 23 SECONDS WEST A DISTANCE OF 50.52 FEET;

THENCE GO SOUTH 37 DEGREES 17 MINUTES 56 SECONDS WEST A DISTANCE OF 334.89 FEET;

THENCE GO NORTH 87 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 200.00 FEET;

THENCE GO SOUTH 02 DEGREES 11 MINUTES 05 SECONDS WEST A DISTANCE OF 200.00 FEET;

THENCE GO SOUTH 81 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 133.52 FEET;

THENCE GO SOUTH 27 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 247.94 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST KINGSFIELD ROAD, (COUNTY ROAD #186), (100' RIGHT-OF-WAY);

THENCE GO NORTH 87 DEGREES 48 MINUTES 55 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 443.71 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE GO NORTH 02 DEGREES 38 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF MAGNOLIA LAKE ESTATES PHASE I, (UNRECORDED), MAGNOLIA LAKE ESTATES PHASE II AS RECORDED IN PLAT BOOK 15, PAGE 77 AND MAGNOLIA LAKE ESTATES PHASE III AS RECORDED IN PLAT BOOK 16, PAGE 29 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 1651.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 38.00 ACRES, MORE OR LESS.



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-1599 **Clerk & Comptroller's Report** **Item #: 12. 1.**

BCC Regular Meeting

Meeting Date: 10/20/2011
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Payroll Expenditures for Pay Date September 30, 2011, in the amount of \$1,880,457.45;
- B. The following two Disbursement of Funds:
 - (1) September 22, 2011, to September 28, 2011, in the amount of \$531,200.09; and
 - (2) September 29, 2011, to October 5, 2011, in the amount of \$20,000,218.13;
- C. The Tourist Development Tax Collections Data for the August 2011 returns received in the month of September 2011; this Report completes the collections for Fiscal Year 2011;
- D. The Investment Report for the month ended September 30, 2011; and
- E. Budget Comparison Reports for the 12 months, or 100%, of Fiscal Year 2011, as follows:
 - (1) Summarized, by Fund, Budget to Actual Comparison as of September 30, 2011; and
 - (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of September 30, 2011.

Background:

Regarding the Tourist Development Tax (TDT) Collections:

- The summer months of Fiscal Year 2010 - June, July, and August- were negatively impacted by the oil spill and collections for those three months declined 18%.
- Because of the negative impact of the 2010 oil spill on the TDT collections, a more equitable comparison for Fiscal Year 2011 collections is to that of Fiscal Year 2009. Total year to date receipts for Fiscal Year 2011 is \$6,467,368; these receipts compare favorably with receipts from Fiscal Year 2009 and represent a 21% increase over Fiscal Year 2009.
- The rebound this summer puts us back to a more positive trend.

Regarding the September 2011 Investment Report:

- The total portfolio earnings for the month of September equaled \$109,972; the short term portfolio achieved an average yield of .29%; this yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%; the core portfolio achieved an average Yield to Maturity at Cost of 1.20% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Yr. Treasury Index yielding -.14%.
- All investments included in the County's portfolio are in compliance with the County's Investment Policy.

Regarding the Budget Comparison Reports, October 1, 2010, through September 30, 2011:

- These reports were prepared using pre-closing, unaudited amounts and are provided as preliminary information until the audit is complete and Financial Statements are issued.

Attachments

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 30, 2011

Check No:	\$0.00
Direct Deposits:	\$1,267,542.76
Total Deductions and Matching Costs:	\$612,914.69
Total Expenditures:	\$1,880,457.45

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2011 SEP 28 A 10:53
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

09/22/11 to 09/28/11

DISBURSEMENTS

Computer check run of:

<u>09/28/11</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>28,388.94</u>
Dental Insurance	\$ <u>61,143.30</u>
Credit Card Purchases	\$ <u>49,237.75</u>
Perdido Landfill Mining Project Aero Training & Rental, Inc	\$ <u>154,922.17</u>
FL Tourism - Deep Water Horizon Oil Spill Pensacola Bay Area Chamber	\$ <u>204,335.74</u>
Pensacola Sports Association	\$ <u>33,172.19</u>

Total Disbursement by Wire \$ 531,200.09

TOTAL DISBURSEMENTS \$ 531,200.09

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.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2011 SEP 28 A 11: 22
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



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
ESCAMBA 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

09/29/11 to 10/05/11

DISBURSEMENTS

Computer check run of:

<u>9/30/11 & 10/5/11</u>	\$ <u>5,696,442.60</u>
<u>L-Vendor</u>	\$ <u>64,211.28</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment \$ 6,054,056.25

Elected Official \$ 8,185,508.00

Total Disbursement by Wire

\$ 14,239,564.25

TOTAL DISBURSEMENTS

\$ 20,000,218.13

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 OCT -5 P 1:05
 CLERK OF THE CIRCUIT COURT
 ESCAMBA COUNTY, FL.
 ERNIE LEE MAGAHA



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 6, 2011

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2011 returns received in the month of September 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office. This report completes the collections for the fiscal year 2011.

- The summer months of FY 2010 - June, July, and August- were negatively impacted by the oil spill and collections for those three months declined 18%.
- Because of the negative impact of the 2010 oil spill on the TDT collections, a more equitable comparison for FY 2011 collections is to that of FY 2009. Total year to date receipts for FY 2011 is \$6,467,368. These receipts compare favorably with receipts from FY 2009 and represent a 21% increase over fiscal year 2009.
- The rebound this summer puts us back to a more positive trend.

Please feel free to call me if you have any questions.

PLS/nac

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 2011 OCT -7 P 1:35
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF SEPTEMBER 30, 2011**

Zip Code	Fiscal Year 2011	Fiscal Year 2010	Difference	% Change
	YTD Collected	YTD Collected		
32501	188,534	284,287	(95,753)	-34%
32502	306,858	188,301	118,556	63%
32503	19,693	16,643	3,050	18%
32504	889,542	799,696	89,845	11%
32505	259,641	277,273	(17,632)	-6%
32506	200,862	201,942	(1,080)	-1%
32507	1,033,377	780,143	253,233	32%
32514	399,207	387,920	11,288	3%
32526	217,561	218,744	(1,183)	-1%
32534	129,666	138,284	(8,617)	-6%
32535	2,200	2,514	(314)	-12%
32561	2,819,623	1,743,465	1,076,158	62%
32562	-	-	-	0%
32577	605	265	340	0%
Total	\$ 6,467,368	\$ 5,039,476	\$ 1,427,892	28%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF SEPTEMBER 30, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
04/11	12,775	2%	30,643	6%	2,107	0%	85,200	16%	26,271	5%
05/11	12,961	2%	34,719	6%	1,969	0%	77,667	14%	24,272	4%
06/11	13,476	2%	36,680	5%	1,984	0%	85,383	13%	27,840	4%
07/11	15,257	2%	33,717	4%	1,256	0%	90,089	10%	23,333	2%
08/11	17,450	2%	42,434	4%	2,453	0%	109,367	9%	30,805	3%
09/11	12,189	2%	27,829	4%	1,527	0%	76,595	12%	27,309	4%
Total	\$ 188,534	3%	306,858	5%	\$ 19,693	0%	\$ 889,542	14%	\$ 259,641	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
04/11	18,916	4%	68,184	13%	36,272	7%	20,874	4%	13,202	2%
05/11	20,086	4%	70,097	13%	37,541	7%	18,498	3%	11,374	2%
06/11	23,015	3%	91,993	14%	37,466	6%	12,526	2%	11,664	2%
07/11	20,822	2%	208,188	22%	41,336	4%	29,326	3%	12,017	1%
08/11	22,851	2%	267,647	23%	46,567	4%	25,717	2%	14,775	1%
09/11	17,510	3%	106,150	16%	33,898	5%	15,906	2%	9,145	1%
Total	\$ 200,862	3%	\$ 1,033,377	16%	\$ 399,207	6%	\$ 217,561	3%	\$ 129,666	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
04/11	242	0%	215,548	41%	-	0%	20	0%	530,253	100%
05/11	260	0%	247,533	44%	-	0%	-	0%	556,977	100%
06/11	272	0%	337,654	50%	-	0%	100	0%	680,051	100%
07/11	140	0%	469,430	50%	-	0%	100	0%	945,010	100%
08/11	-	0%	581,192	50%	-	0%	217	0%	1,161,476	100%
09/11	255	0%	330,583	50%	-	0%	168	0%	659,064	100%
Total	\$ 2,200	0%	\$ 2,819,623	44%	\$ -	0%	\$ 605	0%	\$ 6,467,368	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2010
 AS OF SEPTEMBER 30, 2010

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/09	17,655	5%	14,969	4%	1,605	0%	53,726	15%	15,593	4%
11/09	20,158	6%	15,208	5%	1,880	1%	53,405	17%	15,676	5%
12/09	16,093	6%	11,676	4%	1,489	1%	50,296	18%	13,741	5%
01/10	15,639	7%	9,469	4%	842	0%	48,563	22%	14,523	7%
02/10	16,362	7%	13,327	6%	1,326	1%	47,487	21%	13,530	6%
03/10	18,278	7%	12,677	5%	1,137	0%	51,045	19%	19,099	7%
04/10	22,537	5%	18,328	4%	1,920	0%	67,489	15%	21,447	5%
05/10	24,812	5%	18,903	4%	1,463	0%	71,693	15%	25,382	5%
06/10	32,764	6%	18,956	3%	1,911	0%	78,366	14%	32,570	6%
07/10	34,290	5%	19,473	3%	280	0%	91,958	13%	43,912	6%
08/10	37,802	5%	19,799	3%	1,205	0%	101,798	14%	43,971	6%
09/10	27,897	6%	15,517	3%	1,585	0%	83,869	17%	17,827	4%
Total	\$ 284,287	6%	\$ 188,301	4%	\$ 16,643	0%	\$ 799,696	16%	\$ 277,273	6%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/09	12,677	3%	57,614	16%	26,218	7%	13,660	4%	9,501	3%
11/09	11,139	4%	38,627	12%	27,585	9%	14,655	5%	10,619	3%
12/09	14,028	5%	60,090	21%	23,450	8%	14,850	5%	8,245	3%
01/10	8,852	4%	22,098	10%	21,769	10%	14,883	7%	8,156	4%
02/10	15,368	7%	26,919	12%	19,706	9%	12,274	5%	7,408	3%
03/10	13,900	5%	38,350	14%	23,530	9%	12,117	5%	7,888	3%
04/10	17,763	4%	71,651	16%	34,306	8%	19,957	5%	11,319	3%
05/10	19,322	4%	71,450	15%	37,153	8%	18,977	4%	10,866	2%
06/10	21,334	4%	84,573	15%	41,658	7%	20,478	4%	12,729	2%
07/10	23,808	3%	121,842	18%	45,905	7%	26,371	4%	17,313	3%
08/10	25,502	4%	119,940	17%	49,164	7%	29,290	4%	19,586	3%
09/10	18,248	4%	66,989	14%	37,476	8%	21,232	4%	14,654	3%
Total	\$ 201,942	4%	\$ 780,143	15%	\$ 387,920	8%	\$ 218,744	4%	\$ 138,284	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/09	240	0%	143,076	39%	-	0%	-	0%	366,536	100%
11/09	224	0%	108,720	34%	-	0%	-	0%	317,897	100%
12/09	258	0%	71,750	25%	-	0%	-	0%	285,967	100%
01/10	113	0%	54,497	25%	-	0%	265	0%	219,667	100%
02/10	82	0%	55,390	24%	-	0%	-	0%	229,179	100%
03/10	200	0%	70,410	26%	-	0%	-	0%	268,630	100%
04/10	252	0%	153,381	35%	-	0%	-	0%	440,348	100%
05/10	324	0%	178,149	37%	-	0%	-	0%	478,494	100%
06/10	242	0%	210,799	38%	-	0%	-	0%	556,381	100%
07/10	289	0%	255,796	38%	-	0%	-	0%	681,237	100%
08/10	125	0%	265,157	37%	-	0%	-	0%	713,340	100%
09/10	164	0%	176,340	37%	-	0%	-	0%	481,799	100%
Total	\$ 2,514	0%	\$ 1,743,465	35%	\$ -	0%	\$ 265	0%	\$ 5,039,476	100%

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011													
Month Of	For The	2000*	2001*	2002*	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*
Collection	Month Of												
OCT	SEP	200,762	211,900	184,219	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850
NOV	OCT	151,712	164,993	152,568	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214
DEC	NOV	138,641	150,482	148,279	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546
FEB	JAN	122,200	138,645	137,875	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262
MAR	FEB	155,537	167,608	178,986	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571
APR	MAR	237,545	253,669	280,786	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690
MAY	APR	256,211	244,146	244,453	293,130	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733
JUN	MAY	280,677	283,357	304,798	323,467	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038
JUL	JUN	382,820	389,570	416,289	461,018	502,598	332,603	426,840	590,236	605,739	598,667	510,928	708,757
AUG	JUL	447,845	453,848	484,364	558,939	684,447	334,319	544,447	655,699	687,552	714,120	535,005	871,107
SEP	AUG	229,382	269,289	294,835	356,367	271,669	314,529	321,341	416,454	422,501	407,425	361,349	494,298
TOTAL		2,710,108	2,843,788	2,950,983	3,272,369	3,583,780	3,108,925	3,661,662	3,948,415	4,143,120	3,998,998	3,779,607	4,850,526

Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.

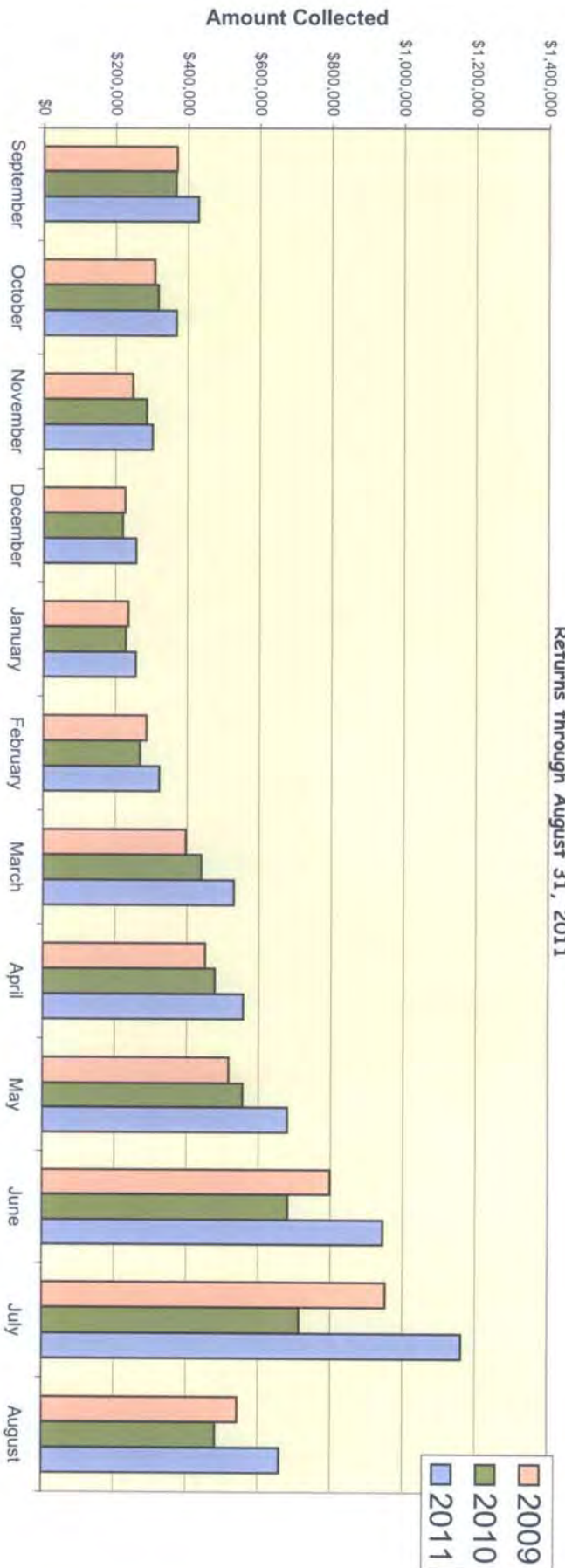
TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

**ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS
 COLLECTED 2000-2011**

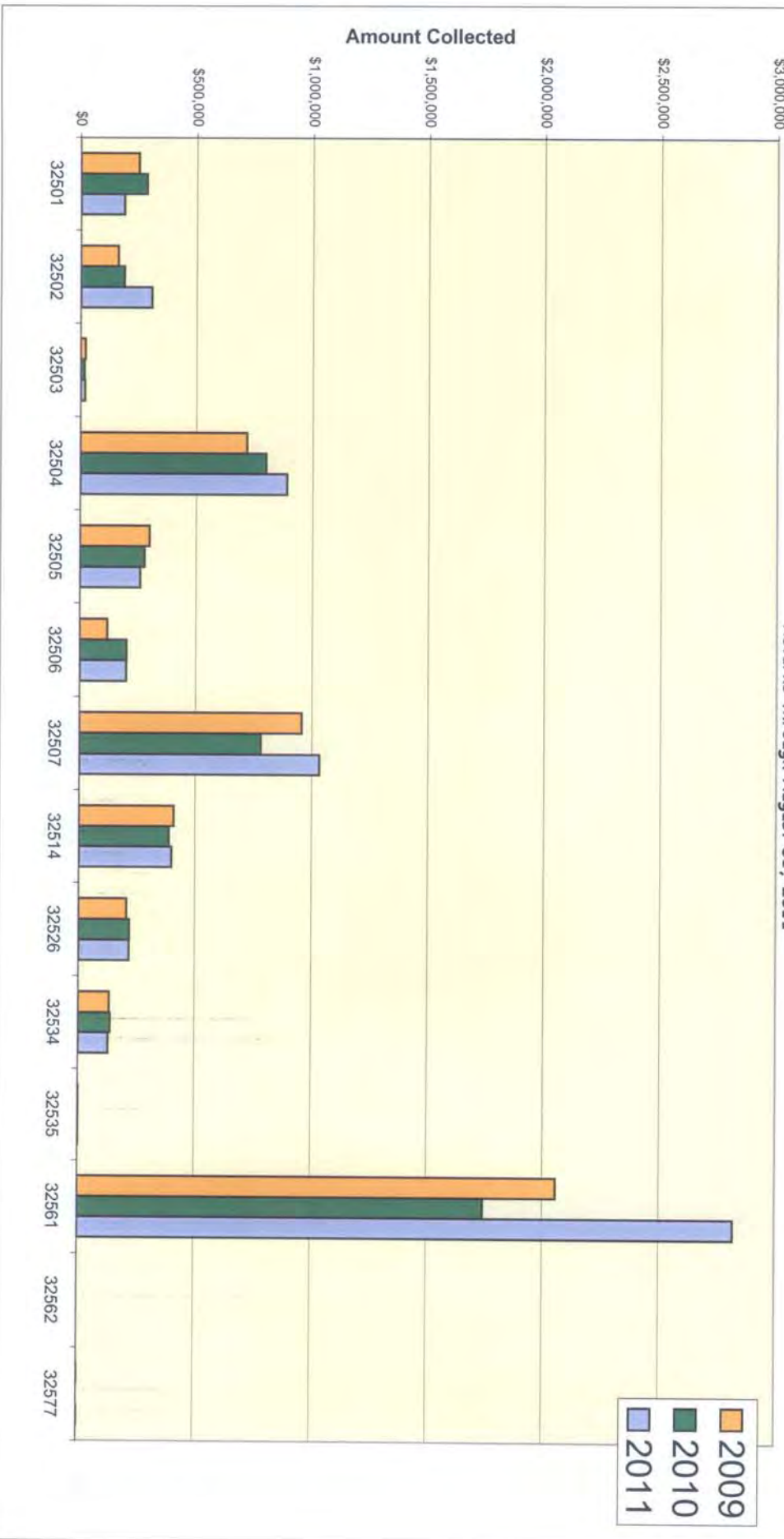
Month Of Collection	For The Month Of	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
OCT	SEP	-	68,206	59,037	61,883	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283
NOV	OCT	-	53,748	49,602	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072
DEC	NOV	-	49,252	48,368	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487
JAN	DEC	-	37,986	40,269	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182
FEB	JAN	-	45,200	44,495	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087
MAR	FEB	-	54,344	57,773	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524
APR	MAR	-	82,037	90,216	93,398	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563
MAY	APR	-	78,406	78,129	89,840	107,864	85,729	94,971	105,165	101,240	112,756	119,624	139,244
JUN	MAY	-	90,851	97,276	104,959	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013
JUL	JUN	-	126,853	138,763	153,673	167,533	107,972	142,210	196,745	201,913	199,556	170,309	236,252
AUG	JUL	-	151,283	161,455	186,313	228,149	109,628	181,477	218,566	229,184	228,040	178,335	290,369
SEP	AUG	-	89,763	98,278	118,789	90,556	104,749	107,114	138,818	140,834	135,808	120,450	164,766
	TOTAL	76,461	927,929	963,661	1,070,790	1,174,593	1,025,076	1,214,769	1,316,138	1,381,040	1,332,999	1,259,869	1,616,842

Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.

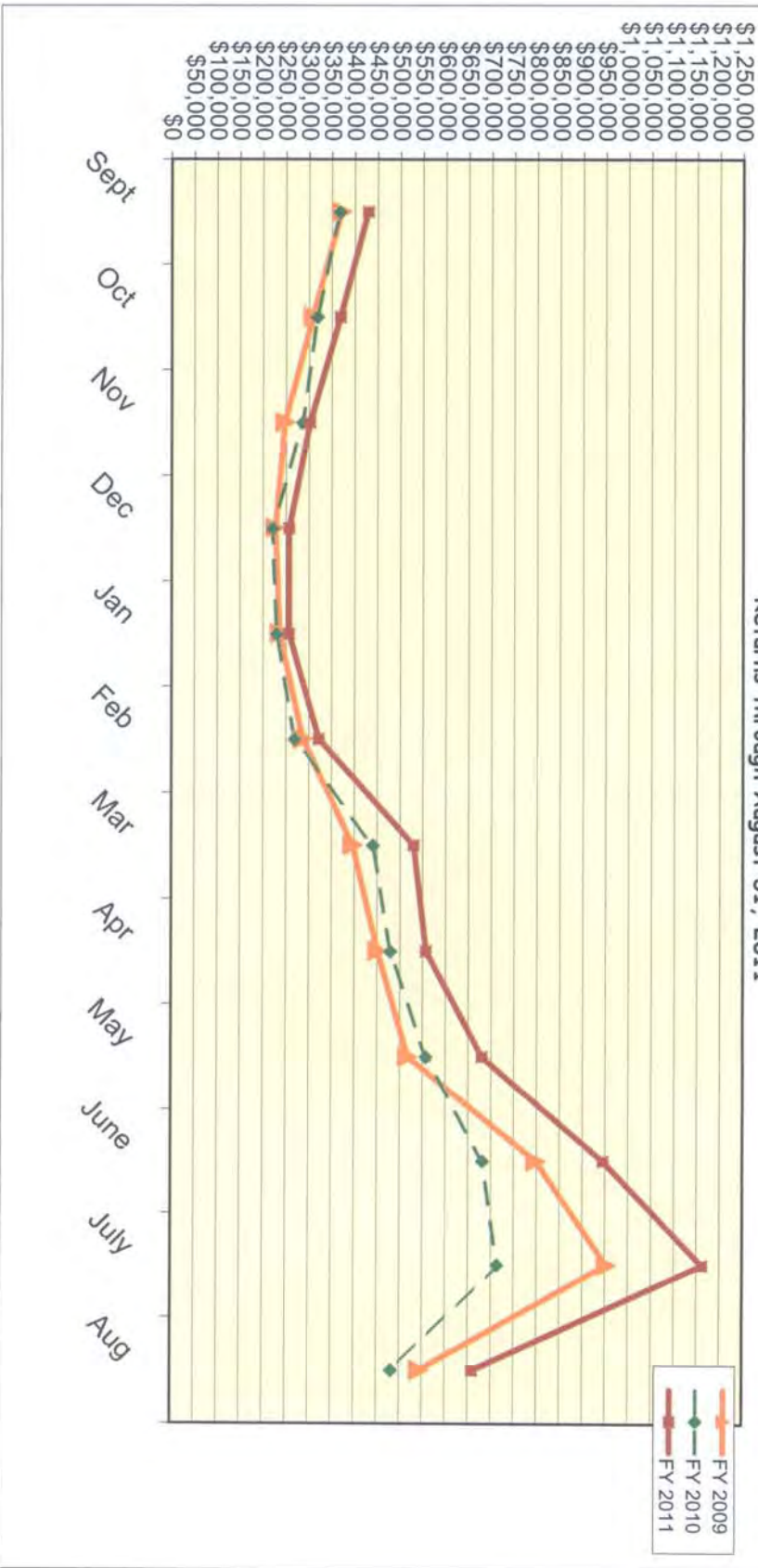
Tourist Development Tax Collections
Fiscal Year 2011
Returns through August 31, 2011



Tourist Development Tax Collections
Fiscal Year 2011
Returns through August 31, 2011



**TOURIST DEVELOPMENT TAX
3 YEAR TRENDLINE
Fiscal Year 2011
Returns through August 31, 2011**





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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 10, 2011

SUBJECT: September 2011 Investment Report

2011 OCT 10 P 2:11
 BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

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

The total portfolio earnings for the month of September equaled \$109,972. The short term portfolio achieved an average yield of .29%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.20% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding -.14%.

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

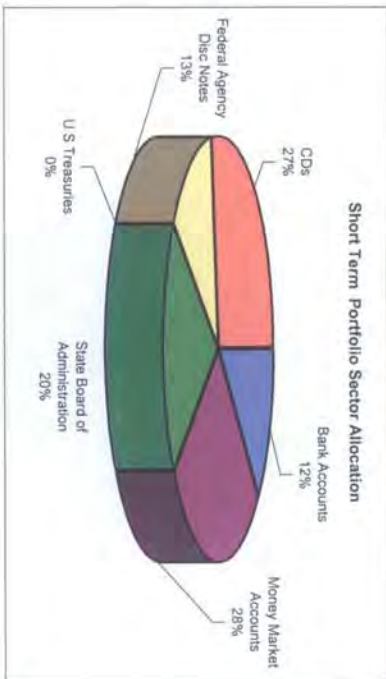
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

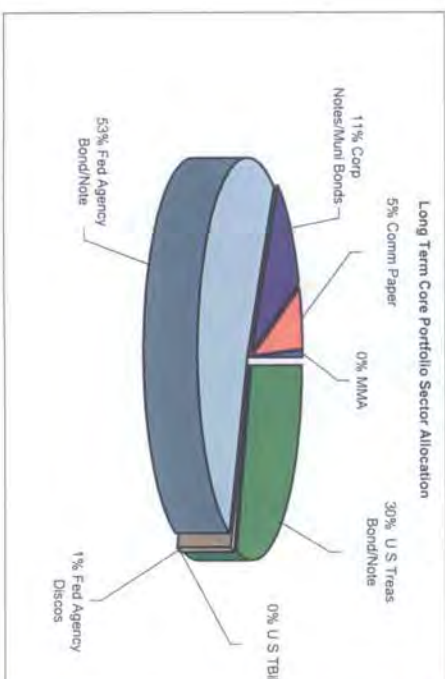


ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2010-2011
September 30, 2011

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 9,540,737	\$ 9,540,737	12%
Money Market Accounts	21,810,027	21,810,027	28%
State Board of Administration	15,017,845	15,017,845	20%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	10,000,000	9,999,450	13%
Certificates of Deposit	21,000,000	21,000,000	27%
Total Short Term Portfolio Assets:	\$ 77,368,609	\$ 77,368,059	100%
Short Term Portfolio Yield:	0.29%	YTD Earnings:	264,094
Benchmark S&P GIP Index 30 Day:	0.06%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
U S Treasury Bond/Notes	\$ 29,850,000	\$ 30,486,954	30%
U S Treasury Bill	-	-	0%
Federal Agency Discount Notes	1,040,000	1,065,262	1%
Federal Agency Bond/Note	52,575,000	54,917,960	53%
Corporate Notes/Muni Bonds	10,610,000	11,038,064	11%
Commercial Paper	5,000,000	4,998,645	5%
Federated Govt Money Market Fund	427,982	427,982	0%
Total Managed CORE Assets:	\$99,502,982	\$102,934,867	100%
CORE Portfolio Yield to Maturity at Cost:	1.20%	YTD Earnings:	\$ 1,353,291
CORE Portfolio Yield to Maturity at Market:	0.64%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	-0.15%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	-0.14%		

Total Portfolio: \$ 176,871,591 \$ 180,302,926
Current Month Earnings: \$ 109,972
Year to Date Earnings: \$ 1,617,385

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
September 30, 2011

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 9/30/2011	Book Value 9/30/2011	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	
BANK ACCOUNTS:												
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	8,707,750	8,707,750	8,707,750					
BANK OF AMERICA (SHIP)			0.30%	NA	732,526	732,526	732,526					
BANK OF AMERICA (DDA)			0.30%	NA	100,461	100,461	100,461					
TOTAL BANK ACCOUNT					9,540,737	9,540,737	9,540,737	12.33%				
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.26%	NA	21,708,746	21,708,746	21,708,746			28.06%	10.00%	
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.12%	NA	101,281	101,281	101,281			0.13%	10.00%	
TOTAL MONEY MARKET ACCOUNT					21,810,027	21,810,027	21,810,027	28.19%	20.00%			
STATE BOARD OF ADMINISTRATION Acct #141071			0.24%	NA	15,017,845	15,017,845	15,017,845			19.41%	50.00%	
TOTAL STATE BOARD OF ADMINISTRATION					15,017,845	15,017,845	15,017,845	19.41%	50.00%			
FEDERAL INSTRUMENTALITIES:												
RBC-FHLMC	12/16/2010	12/12/2011	0.32%	0.33%	5,000,000	4,999,805	4,996,799					
RBC-FHFB	2/15/2011	2/8/2012	0.28%	0.28%	5,000,000	4,999,645	4,994,945					
TOTAL RBC					10,000,000	9,999,450	9,991,743	12.92%	100.00%	12.92%	25.00%	
TOTAL FEDERAL INSTRUMENTALITIES					10,000,000	9,999,450	9,991,743	12.92%	100.00%			
CERTIFICATES OF DEPOSITS:												
COMPASS BANK	5/13/2011	2/13/2012	0.23%	0.23%	5,000,000	5,000,000	5,000,000					
COMPASS BANK	07/20/11	07/20/12	0.35%	0.35%	5,000,000	5,000,000	5,000,000					
COMPASS BANK	9/16/2011	6/15/2012	0.35%	0.35%	6,000,000	6,000,000	6,000,000					
TOTAL COMPASS BANK					16,000,000	16,000,000	16,000,000	See Above	See Above	20.68%	10.00%	
SERVISFIRST					5,000,000	5,000,000	5,000,000			6.46%	10.00%	
TOTAL SERVISFIRST BANK	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000	6.46%	10.00%			
TOTAL CERTIFICATES OF DEPOSITS					21,000,000	21,000,000	21,000,000	27.15%	20.00%			
TOTAL INVESTMENTS					77,368,609	77,368,059	77,360,353	100.00%				
INTEREST RECEIVABLE AS OF:												
	9/30/2011						11,087					
TOTAL EQUITY IN INVESTMENTS AS OF:												
	9/30/2011						77,371,440					
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:												
	9/30/2011						101,727,439					
TOTAL EQUITY IN INVESTMENTS AS OF:												
	9/30/2011						179,098,878					



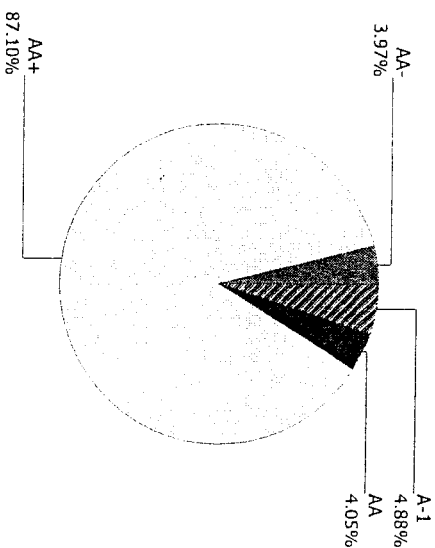
Managed Account Issuer Summary
ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

For the Month Ending September 30, 2011

Issuer Summary

Issuer	Market Value of Holdings	Percent
DEUTSCHE BANK AG	4,998,645.00	4.88
FANNIE MAE	19,616,591.09	19.14
FEDERAL FARM CREDIT BANKS	5,593,000.00	5.46
FEDERAL HOME LOAN BANKS	6,775,914.68	6.61
FREDDIE MAC	22,932,454.55	22.37
GENERAL ELECTRIC CO	3,877,744.42	3.78
MICHIGAN STATE	1,065,261.60	1.04
PROCTER & GAMBLE CO	3,006,111.00	2.93
UNITED STATES TREASURY	30,486,953.94	29.74
WAL-MART STORES INC	4,154,208.75	4.05
Total	\$102,506,885.03	100.00%

Credit Quality (S&P Ratings)





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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 13, 2011

SUBJECT: Budget Comparison Reports October 1, 2010 through September 30, 2011

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for the 12 months, or 100%, of Fiscal Year 2011 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of September 30, 2011.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of September 30, 2011.

This report was prepared using pre-closing, unaudited amounts and is provided as preliminary information until the audit is complete and final Financial Statements are issued.

PLS/nac

221 PALAFOX PLACE • SUITE 140 • PENSACOLA, FL 32502-5843

(850) 595-4830 • FAX (850) 595-4823 • WWW.ESCAMBIACLERK.COM
H:\CLERK\ADMIN\NACur\PLS Corresp\Board Recommendations\Budget Summary & Comparison Reports\Board Recommendation.doc

Budget to Actual Summary Report
For the fiscal year 2011
as of Sept 30, 2011
12 months or 100% of Fiscal Year
PRE-CLOSING/UNAUDITED

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures	Percent Expended To Date	
001 General Fund	\$ 174,228,334	\$ 15,113,365	\$ 189,341,699	\$ 150,972,416	80%	\$ 166,741,669	88%	(\$15,769,253)
101 Esc. County Restricted	269,109	1,385,653	1,654,762	337,594	20%	334,994	20%	2,600
102 Economic Development	2,594,460	3,590,452	6,184,912	3,091,366	n/a	1,578,269	26%	1,513,097
103 Code Enforcement	2,227,264	1,365,076	3,592,340	2,516,564	70%	2,409,175	67%	107,389
104 Mass Transit	9,079,695	300,633	9,380,328	8,900,915	95%	7,762,633	83%	1,138,282
106 Mosquito Control	35,000	58,488	93,488	39,396	42%	52,721	56%	(13,325)
108 Tourist Promotion	5,316,250	5,554,930	10,871,180	9,681,507	89%	7,138,010	66%	2,543,497
110 Grants Fund	8,551,476	14,073,702	22,625,178	6,518,639	29%	7,880,135	35%	(1,361,496)
112 Disaster Recovery	0	5,161,081	5,161,081	592,682	11%	5,065,781	98%	(4,473,099)
114 Misdemeanor Probation	2,357,564	(24,195)	2,333,369	2,519,230	108%	2,312,522	99%	206,708
115 Article V	3,028,327	2,895,379	5,923,706	3,088,225	52%	2,463,695	42%	624,530
116 Development Review Fees	250,647	47,678	298,325	298,807	100%	235,518	79%	63,289
117 Perdido Key Beach Mouse	0	129,105	129,105	1,091	n/a	0	n/a	1,091
120 SHIP	4,197,855	(1,674,936)	2,522,919	515,301	20%	775,145	31%	(259,844)
121 Law Enforcement Trust	0	391,017	391,017	543,363	n/a	378,620	n/a	164,743
124 Affordable Housing Grant	1,731,341	2,517,496	4,248,837	32,143	1%	95,874	2%	(63,731)
129 CDBG/HUD	7,859,974	1,896,565	9,756,539	3,768,440	39%	3,873,159	40%	(104,719)
130 Handicapped Parking	19,000	255,133	274,133	44,123	16%	58,310	21%	(14,187)
131 Family Mediation	108,000	14,180	122,180	1,012	1%	5,570	5%	(4,558)
143 Fire Protection Fund	11,599,582	690,604	12,290,186	10,925,736	89%	11,908,147	97%	(982,411)
145 E-911	1,282,500	1,719,364	3,001,864	1,467,819	49%	1,438,578	48%	29,241
146 HUD-CDBG Housing Rehab	50,000	13,015	63,015	4,818	8%	(22,147)	-35%	26,965
147 HUD-Home Fund	4,751,513	405,465	5,156,978	1,459,423	28%	1,458,898	28%	525
151 Community Redevelopment	3,036,775	3,982,314	7,019,089	1,286,138	18%	2,308,368	33%	(1,022,230)

Budget to Actual Summary Report
 For the fiscal year 2011
 as of Sept 30, 2011
 12 months or 100% of Fiscal Year
 PRE-CLOSING/UNAUDITED

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures	Percent Expended To Date	
152 Southwest Sector	0	4,382,578	4,382,578	171,510	4%	393,249	9%	(221,739)
167 Bob Sikes Toll	2,707,500	878,773	3,586,273	3,517,761	98%	2,404,841	67%	1,112,920
175 Transportation Trust	19,932,650	4,759,998	24,692,648	22,533,046	91%	21,819,013	88%	714,033
177 StreetLighting and Road MSBU	718,641	174,190	892,831	836,856	94%	577,315	65%	259,541
181 Master Drainage	59,422	1,437,031	1,496,453	123,972	8%	518,145	35%	(394,173)
203 Debt Service	10,360,809	78,811	10,439,620	8,046,069	77%	9,695,712	93%	(1,649,643)
320 FTA Grants	0	4,044,833	4,044,833	716,033	18%	703,036	17%	12,997
333 New Road Construction	0	463,676	463,676	2,748	1%	209,976	45%	(207,228)
350 LOST I	0	80,105	80,105	153	n/a	80,105	n/a	(79,952)
351 LOST II	0	24,933,231	24,933,231	651,837	3%	8,277,094	33%	(7,625,257)
352 LOST III	31,430,568	64,558,637	95,989,205	38,528,526	40%	37,018,858	39%	1,509,668
401 Solid Waste	19,941,580	6,912,555	26,854,135	14,765,808	55%	16,336,512	61%	(1,570,704)
406 Inspections	2,912,434	1,951,022	4,863,456	1,967,010	40%	2,640,969	54%	(673,959)
408 EMS	13,561,934	7,535,785	21,097,719	15,268,827	72%	13,416,035	64%	1,852,792
409 Civic Center	6,602,079	389,079	6,991,158	6,043,365	86%	6,664,192	95%	(620,827)
501 Internal Service Fund	26,514,915	6,123,676	32,638,591	16,169,744	50%	14,457,217	44%	1,712,527
TOTALS	\$ 377,317,198	\$ 188,565,544	\$ 565,882,742	\$ 337,950,013	60%	\$ 361,465,913	64%	

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

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2011
 as of Sept 30, 2011
 12 months or 100% of Fiscal Year
 PRE-CLOSING/UNAUDITED

Fund #	Fund Name	Actual Revenue Oct - Sept Fiscal 2011	Actual Revenue Oct - Sept Fiscal 2010	Incr/ -Dec from Fiscal 2010	Actual Expenditures Oct - Sept Fiscal 2011	Actual Expenditures Oct - Sept Fiscal 2010	Incr/ -Dec from Fiscal 2010
001	General Fund	\$ 150,972,416	\$ 155,089,963	-3%	\$ 166,741,669	\$ 154,400,487	8%
101	Esc. County Restricted	337,594	353,286	-4%	334,994	188,653	78%
102	Economic Development	3,091,366	962,706	221%	1,578,269	1,091,347	45%
103	Code Enforcement	2,516,564	2,832,396	-11%	2,409,175	2,112,983	14%
104	Mass Transit	8,900,915	8,006,752	11%	7,762,633	8,377,657	-7%
106	Mosquito Control	39,396	37,921	4%	52,721	29,557	78%
108	Tourist Promotion	9,681,507	8,184,791	18%	7,138,010	7,749,908	-8%
110	Grants Fund	6,518,639	4,711,353	38%	7,880,135	4,331,917	82%
112	Disaster Recovery	592,682	3,817,537	-84%	5,065,781	2,855,465	77%
114	Misdemeanor Probation	2,519,230	2,395,531	5%	2,312,522	2,271,978	2%
115	Article V	3,088,225	2,790,378	11%	2,463,695	2,674,559	-8%
116	Development Review Fees	298,807	269,172	11%	235,518	274,886	-14%
117	Perdido Key Beach Mouse	1,091	637	71%	-	-	100%
120	SHIP	515,301	689,520	-25%	775,145	3,548,037	-78%
121	Law Enforcement Trust	543,363	318,410	71%	378,620	683,126	-45%
124	Affordable Housing Grant	32,143	15,210	111%	95,874	68,578	40%
129	CDBG/HUD	3,768,440	5,275,703	-29%	3,873,159	4,754,021	-19%
130	Handicapped Parking	44,123	34,634	27%	58,310	49,965	17%
131	Family Mediation	1,012	778	30%	5,570	8,336	-33%
143	Fire Protection Fund	10,925,736	11,287,764	-3%	11,908,147	11,313,114	5%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2011
 as of Sept 30, 2011
 12 months or 100% of Fiscal Year
 PRE-CLOSING/UNAUDITED

Fund #	Fund Name	Actual Revenue Oct - Sept Fiscal 2011	Actual Revenue Oct - Sept Fiscal 2010	Incr / -Dec from Fiscal 2010	Actual Expenditures Oct - Sept Fiscal 2011	Actual Expenditures Oct - Sept Fiscal 2010	Incr / -Dec from Fiscal 2010
145	E-911	1,467,819	1,712,048	-14%	1,438,578	590,638	144%
146	HUD-CDBG Housing Rehab	4,818	(3,843)	-225%	(22,147)	0	100%
147	HUD-Home Fund	1,459,423	1,752,030	-17%	1,458,898	1,794,037	-19%
151	Community Redevelopment	1,286,138	1,322,084	-3%	2,308,368	1,496,380	54%
152	Southwest Sector	171,510	244,350	-30%	393,249	410,461	-4%
167	Bob Sikes Toll	3,517,761	2,929,367	20%	2,404,841	792,511	203%
175	Transportation Trust	22,533,046	21,065,057	7%	21,819,013	20,369,660	7%
177	Streetlighting and Road MSBU	836,856	675,331	24%	577,315	543,474	6%
181	Master Drainage	123,972	79,209	57%	518,145	346,954	49%
203	Debt Service	8,046,069	13,871,654	-42%	9,695,712	16,960,254	-43%
320	FTA Grants	716,033	3,894,714	-82%	703,036	3,865,081	-82%
333	New Road Construction	2,748	3,197	-14%	209,976	52,291	302%
350	LOST I	153	2,699	-94%	80,105	0	100%
351	LOST II	651,837	8,829,756	-93%	8,277,094	13,021,962	-36%
352	LOST III	38,528,526	36,906,541	4%	37,018,858	34,207,968	8%
401	Solid Waste	14,765,808	18,706,922	-21%	16,336,512	14,929,424	9%
406	Inspections	1,967,010	1,914,206	3%	2,640,969	2,625,716	1%
408	EMS	15,268,827	19,449,743	-21%	13,416,035	8,290,697	62%
409	Civic Center	6,043,365	6,803,266	-11%	6,664,192	7,599,554	-12%
501	Internal Service Fund	16,169,744	8,976,122	80%	14,457,217	8,858,659	63%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year

For the fiscal year 2011

as of Sept 30, 2011

12 months or 100% of Fiscal Year

PRE-CLOSING/UNAUDITED

Fund #	Fund Name	Actual Revenue Oct - Sept Fiscal 2011	Actual Revenue Oct - Sept Fiscal 2010	Incr / -Dec from Fiscal 2010	Actual Expenditures Oct - Sept Fiscal 2011	Actual Expenditures Oct - Sept Fiscal 2010	Incr / -Dec from Fiscal 2010
	TOTALS	\$ 337,950,013	\$ 356,208,895	-5%	\$ 361,465,913	\$ 343,540,295	5%



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

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

AI-1610 **Clerk & Comptroller's Report** **Item #: 12. 2.**

BCC Regular Meeting

Meeting Date: 10/20/2011
Issue: Write-off of Accounts Receivable
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,309,506.35 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

Background:

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

Attachments

CR I-2



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

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & 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 SYSTEM
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 7, 2011

SUBJECT: Write off Accounts Receivable

2011 OCT 10 A 7:54
 COUNTY BOARD OF COMMISSIONERS
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of **\$1,309,506.35** in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

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

PLS/JC/nac

Attachment

RESOLUTION R2011-

WHEREAS, certain accounts totaling \$1,309,506.35 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



Board of County Commissioners • Escambia County, Florida

Joe Scialdone, EMS Billing
Public Safety Department

INTEROFFICE MEMORANDUM

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

THRU: Trisha K. Pohlmann, Manager
Business Operations Division

FROM: Joe Scialdone, Billing Supervisor
EMS Billing Department

DATE: October 7, 2011

RE: Bad Debt Write-off (4th Qtr FY 2010-11)

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

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated. We anticipate it making the BCC Agenda on 10/20/2011.

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

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 1,309,506.35 *QC 10-11*

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6507 • Fax (850) 471-6518
JAScialdone@MyEscambia.com

Joyce Collins

From: Joseph A. Scialdone [jascialdone@co.escambia.fl.us]
Sent: Friday, October 07, 2011 10:27 AM
To: Joyce Collins
Cc: Trisha K. Pohlmann
Subject: BDWO 2010_11Q4 (\$ 1,309,506.35) Request
Importance: High
Attachments: MEMO - BDWO FY2010_11Q4 (1309506.35) 100711.docx; BDWO FY2010_11 Q4 (No Names).xls

Hi Joyce,

Attached are the required documents for our BDWO 2010_11Q4 for a total of \$ 1,309,506.35.

This amount is a bid higher than our normal quarterly BDWO request, but it reflects a massive system clean-up that I have been working over the past quarter. We anticipate this BDWO being processed in the 10/20/2011 BCC Meeting.

Please let me know if you have any questions, and have a great weekend.

Joe Scialdone
Escambia County EMS Billing
850-471-6507
850-390-3150 mobile

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

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2004-07-15	17766	79.27
2004-07-24	18620	406.00
2004-07-24	18642	554.52
2004-09-23	24079	350.00
2005-01-14	1186	374.52
2005-02-03	2922	136.00
2005-07-01	16728	350.00
2005-07-02	16860	350.00
2005-08-11	20588	661.18
2005-09-13	23849	1,039.17
2005-11-16	29591	412.00
2006-01-25	2095	619.66
2006-02-23	4707	364.00
2006-03-05	5688	634.45
2006-03-16	6666	634.97
2006-04-19	9971	364.00
2006-04-19	9986	364.00
2006-04-24	10418	364.00
2006-04-24	10479	364.00
2006-05-16	12725	568.94
2006-05-17	12752	1,113.11
2006-06-07	14847	350.00
2006-07-05	17641	810.79
2006-07-17	18754	364.00
2006-07-17	18793	364.00
2006-08-18	21864	565.96
2006-12-18	33366	561.26
2007-01-06	567	630.75
2007-01-15	1426	81.84
2007-01-19	1829	653.33
2007-01-26	2427	580.02
2007-05-16	13783	350.00
2007-05-16	13809	547.66
2007-07-16	19971	350.00
2007-11-24	33053	400.00
2007-12-27	36376	400.00
2008-02-15	4486	393.34
2009-01-22	1947	747.34
2009-01-27	2353	635.00
2009-02-12	3829	240.72
2009-04-09	9454	55.00
2009-04-29	11423	345.00
2009-06-20	16584	516.10
2009-07-29	20450	398.88
2009-08-31	23647	160.00
2009-09-14	25132	375.00
2009-10-16	28319	627.50
2009-10-17	28926	87.41
2009-11-18	31316	647.50
2009-11-24	31814	150.00
2009-12-01	32436	295.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2009-12-07	33025	640.58
2009-12-23	34422	515.00
2009-12-27	34813	60.00
2010-01-14	1227	167.00
2010-01-25	2219	270.00
2010-01-29	2569	46.00
2010-02-17	4362	610.00
2010-03-02	5642	715.00
2010-03-04	5784	555.00
2010-03-04	5790	430.00
2010-03-08	6130	675.00
2010-03-17	7091	585.00
2010-03-23	7615	125.00
2010-03-24	7644	555.00
2010-03-24	7732	111.00
2010-03-25	7830	685.00
2010-03-27	8005	655.00
2010-04-03	8751	605.00
2010-04-04	8687	108.00
2010-04-07	9084	685.00
2010-04-08	9145	489.79
2010-04-09	9276	575.00
2010-04-10	9356	315.00
2010-04-16	9894	123.00
2010-04-18	10069	525.00
2010-04-18	10090	100.00
2010-04-20	10335	458.37
2010-04-30	11302	80.31
2010-04-30	11326	299.16
2010-04-30	11345	375.00
2010-05-01	11251	77.62
2010-05-02	11441	129.00
2010-05-02	11473	68.26
2010-05-07	11945	78.97
2010-05-08	12021	50.00
2010-05-09	12137	68.26
2010-05-10	12182	309.97
2010-05-11	12327	63.86
2010-05-13	12506	83.01
2010-05-13	12549	320.00
2010-05-14	12661	69.61
2010-05-14	12668	420.00
2010-05-16	12848	78.97
2010-05-18	13027	100.00
2010-05-18	13029	615.00
2010-05-20	13206	726.18
2010-05-22	13429	705.00
2010-05-23	13493	540.00
2010-05-23	13710	645.00
2010-05-28	14037	648.10
2010-05-28	14172	540.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-06-02	14532	150.00
2010-06-03	14649	194.25
2010-06-06	14948	545.00
2010-06-07	15101	805.00
2010-06-08	15176	80.40
2010-06-10	15370	79.55
2010-06-12	15607	775.00
2010-06-17	15922	550.00
2010-06-17	15973	570.00
2010-06-17	15982	595.00
2010-06-18	16056	223.50
2010-06-19	16217	530.00
2010-06-21	16380	465.56
2010-06-21	16386	50.00
2010-06-21	16387	113.00
2010-06-21	16389	113.00
2010-06-21	16466	705.00
2010-06-21	16472	40.00
2010-06-22	16635	655.00
2010-06-22	16636	565.00
2010-06-23	16551	93.29
2010-06-24	16727	695.00
2010-06-24	16735	735.00
2010-06-25	16806	76.61
2010-06-26	16841	123.00
2010-06-26	16861	555.00
2010-06-27	16878	150.00
2010-06-27	16890	656.80
2010-06-27	16902	520.00
2010-06-27	17143	18.81
2010-06-28	17058	79.36
2010-06-28	17086	324.30
2010-06-28	17147	655.00
2010-06-29	17136	775.00
2010-06-29	17198	111.54
2010-06-29	17755	70.00
2010-06-30	17773	75.00
2010-06-30	17785	725.00
2010-07-01	17314	95.00
2010-07-02	17353	795.00
2010-07-02	17397	82.30
2010-07-02	17457	110.00
2010-07-03	17516	113.00
2010-07-05	17669	202.56
2010-07-05	17692	295.24
2010-07-06	17723	227.60
2010-07-06	17730	41.67
2010-07-06	17826	50.00
2010-07-06	17856	75.00
2010-07-07	17896	725.00
2010-07-08	18008	625.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-07-08	18035	150.00
2010-07-09	18169	565.00
2010-07-10	18184	305.32
2010-07-10	18193	560.00
2010-07-10	18197	150.00
2010-07-10	18224	555.00
2010-07-10	18424	420.00
2010-07-11	18310	150.00
2010-07-11	18320	535.00
2010-07-11	18324	93.29
2010-07-11	18336	625.00
2010-07-11	18345	105.00
2010-07-11	18381	10.00
2010-07-11	18521	100.00
2010-07-11	19416	150.00
2010-07-12	18434	685.00
2010-07-12	18473	565.00
2010-07-13	18571	645.00
2010-07-13	18578	800.00
2010-07-13	18641	535.00
2010-07-14	18649	50.00
2010-07-14	18683	150.00
2010-07-14	18698	30.00
2010-07-14	18718	550.00
2010-07-14	18723	87.79
2010-07-15	18820	55.74
2010-07-15	18821	665.00
2010-07-16	18842	111.00
2010-07-16	18879	108.00
2010-07-17	18947	605.00
2010-07-17	18971	326.00
2010-07-17	18974	120.22
2010-07-17	18988	570.00
2010-07-18	19065	150.00
2010-07-19	19136	150.00
2010-07-19	19161	307.00
2010-07-19	19167	655.00
2010-07-20	19253	665.00
2010-07-20	19270	605.00
2010-07-20	19271	75.23
2010-07-21	19326	585.00
2010-07-21	19338	150.00
2010-07-21	19377	100.00
2010-07-21	19405	125.00
2010-07-22	19386	276.00
2010-07-22	19431	88.40
2010-07-22	19459	545.00
2010-07-22	19486	150.00
2010-07-22	19488	555.00
2010-07-22	19517	622.80
2010-07-23	19550	50.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-07-23	19565	635.00
2010-07-23	19587	97.22
2010-07-24	19590	68.36
2010-07-24	19604	489.78
2010-07-24	19626	555.00
2010-07-24	19646	565.00
2010-07-24	19709	215.08
2010-07-25	19678	71.50
2010-07-25	19742	50.00
2010-07-25	19759	86.42
2010-07-25	19770	575.00
2010-07-25	19776	645.00
2010-07-25	19781	665.00
2010-07-26	19814	107.00
2010-07-26	19822	575.00
2010-07-26	19852	115.00
2010-07-26	19863	565.00
2010-07-26	19996	555.00
2010-07-27	19909	605.00
2010-07-27	19937	20.00
2010-07-27	19941	545.00
2010-07-27	19954	85.05
2010-07-27	19995	260.00
2010-07-28	20039	77.98
2010-07-28	20083	100.00
2010-07-30	20257	625.00
2010-07-31	20333	565.00
2010-07-31	20335	245.00
2010-07-31	20337	670.00
2010-08-01	20406	785.00
2010-08-01	20427	595.00
2010-08-01	20429	685.00
2010-08-01	20433	83.99
2010-08-02	20462	715.00
2010-08-02	20547	585.00
2010-08-02	20552	115.00
2010-08-02	20579	150.00
2010-08-02	20605	83.40
2010-08-02	20610	325.00
2010-08-02	20671	69.74
2010-08-03	20575	100.00
2010-08-03	20590	75.23
2010-08-03	20594	545.00
2010-08-03	20847	725.00
2010-08-03	20875	635.00
2010-08-04	20702	100.00
2010-08-04	20710	595.00
2010-08-04	20720	725.00
2010-08-04	20858	86.42
2010-08-04	20859	530.00
2010-08-04	20887	222.57

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-08-05	20762	87.79
2010-08-05	20774	550.00
2010-08-05	20914	373.06
2010-08-06	20916	337.86
2010-08-06	20919	765.00
2010-08-06	20926	87.79
2010-08-06	20931	565.00
2010-08-06	20934	1,010.00
2010-08-06	20984	75.23
2010-08-06	20993	113.00
2010-08-07	21011	326.04
2010-08-07	21019	20.00
2010-08-07	21027	605.00
2010-08-08	21115	45.78
2010-08-08	21173	845.00
2010-08-09	21190	565.00
2010-08-09	21206	79.55
2010-08-09	21227	575.00
2010-08-09	21231	86.42
2010-08-09	21267	545.00
2010-08-10	21350	765.00
2010-08-10	21375	615.00
2010-08-10	21382	575.00
2010-08-11	21399	705.00
2010-08-11	21413	91.92
2010-08-11	21422	83.67
2010-08-11	21437	555.00
2010-08-11	21449	535.00
2010-08-11	21464	570.00
2010-08-11	21471	20.00
2010-08-12	21550	765.00
2010-08-12	21612	555.00
2010-08-13	21648	555.00
2010-08-13	21669	735.00
2010-08-13	21682	150.00
2010-08-13	21684	775.00
2010-08-13	21707	545.00
2010-08-13	21718	715.00
2010-08-14	21712	150.00
2010-08-14	21713	735.00
2010-08-14	21739	595.00
2010-08-14	21741	68.36
2010-08-14	21745	735.00
2010-08-14	21756	100.00
2010-08-14	21759	615.00
2010-08-14	21774	685.00
2010-08-14	21788	50.00
2010-08-14	21812	635.00
2010-08-15	21785	535.00
2010-08-15	21826	695.00
2010-08-15	21835	344.05

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-08-15	21838	82.30
2010-08-15	21892	120.00
2010-08-16	21870	725.00
2010-08-16	21876	82.30
2010-08-16	21919	790.00
2010-08-16	21922	82.30
2010-08-16	21931	150.00
2010-08-16	21953	555.00
2010-08-16	21979	555.00
2010-08-16	21980	111.00
2010-08-16	23166	148.16
2010-08-17	22019	66.50
2010-08-17	22021	63.98
2010-08-18	22072	82.30
2010-08-18	22098	86.42
2010-08-18	22118	25.00
2010-08-18	22127	85.05
2010-08-18	22129	85.05
2010-08-18	22138	695.00
2010-08-18	22149	111.00
2010-08-18	22167	94.66
2010-08-18	22187	535.00
2010-08-19	22203	384.80
2010-08-19	22205	150.00
2010-08-19	22207	399.75
2010-08-19	22220	895.00
2010-08-19	22233	86.42
2010-08-19	22243	605.00
2010-08-19	22274	1,120.00
2010-08-20	22272	535.00
2010-08-20	22279	390.94
2010-08-20	22308	645.00
2010-08-20	22333	565.00
2010-08-20	22338	605.00
2010-08-20	22348	595.00
2010-08-20	22356	155.00
2010-08-20	22370	465.00
2010-08-20	22389	585.00
2010-08-21	22382	150.00
2010-08-21	22393	675.00
2010-08-21	22400	565.00
2010-08-21	22405	765.00
2010-08-21	22435	150.00
2010-08-21	22475	735.00
2010-08-22	22498	705.00
2010-08-22	22521	755.00
2010-08-22	22527	75.23
2010-08-22	22539	88.97
2010-08-22	22557	605.00
2010-08-22	22571	565.00
2010-08-22	22575	560.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-08-22	22576	560.00
2010-08-23	22585	430.00
2010-08-23	22595	775.00
2010-08-23	22607	150.00
2010-08-24	22671	585.00
2010-08-24	22702	119.00
2010-08-24	22722	69.50
2010-08-24	22732	765.00
2010-08-25	22737	150.00
2010-08-25	22753	540.00
2010-08-25	22754	108.00
2010-08-26	22810	775.00
2010-08-27	22901	765.00
2010-08-27	22912	87.79
2010-08-27	22919	56.50
2010-08-27	22931	50.00
2010-08-27	22932	100.00
2010-08-27	22949	595.00
2010-08-28	22959	705.00
2010-08-28	22970	108.00
2010-08-28	22995	705.00
2010-08-28	23018	109.00
2010-08-28	23187	149.00
2010-08-29	23054	625.00
2010-08-29	23081	150.00
2010-08-29	23102	405.00
2010-08-29	23109	565.00
2010-08-29	23150	206.01
2010-08-30	23120	555.00
2010-08-30	23121	535.00
2010-08-30	23124	150.00
2010-08-30	23152	87.79
2010-08-30	23197	725.00
2010-08-30	23227	705.00
2010-08-30	23234	114.00
2010-08-30	23235	565.00
2010-08-30	23260	735.00
2010-08-30	23262	216.22
2010-08-30	23286	100.00
2010-08-30	23314	585.00
2010-08-30	23511	150.00
2010-08-31	23335	665.00
2010-08-31	23347	101.53
2010-08-31	23350	89.17
2010-08-31	23359	113.00
2010-08-31	23362	745.00
2010-08-31	23401	805.00
2010-09-01	23409	790.00
2010-09-01	23444	150.00
2010-09-01	23458	100.00
2010-09-01	23461	87.79

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-09-01	23491	555.00
2010-09-02	23477	535.00
2010-09-02	23505	595.00
2010-09-02	23506	595.00
2010-09-02	23507	224.50
2010-09-02	23517	595.00
2010-09-02	23522	90.54
2010-09-02	23534	325.79
2010-09-02	23559	97.41
2010-09-02	23564	213.66
2010-09-02	23567	40.55
2010-09-02	23576	705.00
2010-09-02	23599	90.54
2010-09-03	23664	705.00
2010-09-03	23706	105.10
2010-09-04	23729	87.79
2010-09-04	23730	150.00
2010-09-04	23734	83.67
2010-09-04	23741	565.00
2010-09-04	23787	645.00
2010-09-04	23789	595.00
2010-09-04	23849	150.00
2010-09-05	23819	106.60
2010-09-05	23854	805.00
2010-09-05	23879	90.54
2010-09-05	23880	82.30
2010-09-05	23898	635.00
2010-09-06	23876	615.00
2010-09-06	23915	117.00
2010-09-06	23963	685.00
2010-09-06	23984	965.00
2010-09-06	23996	100.00
2010-09-06	23998	68.36
2010-09-07	24016	85.05
2010-09-07	24021	117.00
2010-09-07	24026	595.00
2010-09-07	24036	72.49
2010-09-07	24094	345.00
2010-09-08	24077	545.00
2010-09-08	24090	715.00
2010-09-08	24093	735.00
2010-09-08	24130	785.00
2010-09-08	24153	83.67
2010-09-08	24155	663.73
2010-09-08	24174	665.00
2010-09-08	24175	715.00
2010-09-08	24186	595.00
2010-09-09	24178	550.00
2010-09-09	24191	93.29
2010-09-09	24198	397.89
2010-09-09	24214	565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-09-09	24218	595.00
2010-09-09	24220	695.00
2010-09-09	24229	100.00
2010-09-09	24247	100.00
2010-09-09	24252	725.00
2010-09-09	24255	725.00
2010-09-09	24274	605.00
2010-09-09	24276	545.00
2010-09-09	24295	725.00
2010-09-10	24267	585.00
2010-09-10	24331	585.00
2010-09-10	24333	115.00
2010-09-10	24336	100.00
2010-09-10	24346	545.00
2010-09-10	24348	150.00
2010-09-10	24372	745.00
2010-09-10	24374	545.00
2010-09-10	24380	107.00
2010-09-10	24596	805.00
2010-09-11	24412	100.00
2010-09-11	24416	66.99
2010-09-11	24427	100.00
2010-09-11	24435	655.00
2010-09-11	24445	302.98
2010-09-11	24446	150.00
2010-09-11	24459	108.00
2010-09-11	24473	565.00
2010-09-11	24488	555.00
2010-09-12	24466	755.00
2010-09-12	24467	575.00
2010-09-12	24471	95.14
2010-09-12	24538	575.00
2010-09-12	24541	645.00
2010-09-12	24547	545.00
2010-09-12	24553	535.00
2010-09-12	24563	785.00
2010-09-12	24567	575.00
2010-09-12	24583	555.00
2010-09-13	24572	575.00
2010-09-13	24584	406.01
2010-09-13	24594	427.29
2010-09-13	24605	340.44
2010-09-13	24635	655.00
2010-09-13	24641	675.00
2010-09-13	24648	150.00
2010-09-13	24658	775.00
2010-09-13	24691	512.38
2010-09-14	24697	68.36
2010-09-14	24705	100.00
2010-09-14	24717	113.00
2010-09-14	24722	715.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-09-14	24729	150.00
2010-09-15	24765	54.50
2010-09-15	24779	93.29
2010-09-15	24780	111.00
2010-09-15	24811	565.00
2010-09-15	24816	575.00
2010-09-15	24824	25.00
2010-09-15	24850	98.10
2010-09-16	24891	100.00
2010-09-16	24893	715.00
2010-09-16	24908	121.00
2010-09-16	24911	585.00
2010-09-16	24929	89.17
2010-09-16	24933	575.00
2010-09-16	24964	150.00
2010-09-17	24963	85.05
2010-09-17	24993	585.00
2010-09-17	25020	630.00
2010-09-17	25021	150.00
2010-09-17	25031	575.00
2010-09-17	25035	72.49
2010-09-17	25053	88.00
2010-09-17	25087	100.00
2010-09-17	28763	545.00
2010-09-18	25057	621.50
2010-09-18	25071	75.23
2010-09-18	25073	585.00
2010-09-18	25157	100.00
2010-09-18	28765	585.00
2010-09-19	25185	565.00
2010-09-19	25188	150.00
2010-09-19	25213	82.30
2010-09-19	25230	535.00
2010-09-19	25236	389.31
2010-09-19	25242	535.00
2010-09-19	25245	585.00
2010-09-20	25252	725.00
2010-09-20	25273	82.30
2010-09-20	25277	715.00
2010-09-20	25279	565.00
2010-09-20	25282	150.00
2010-09-20	25286	665.00
2010-09-20	25291	160.00
2010-09-20	25295	72.49
2010-09-20	25303	82.30
2010-09-20	25304	147.00
2010-09-20	25306	115.00
2010-09-20	25311	705.00
2010-09-21	25315	635.00
2010-09-21	25388	30.00
2010-09-21	25389	595.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-09-21	25394	565.00
2010-09-21	25398	535.00
2010-09-21	25411	555.00
2010-09-21	25425	675.00
2010-09-21	25438	665.00
2010-09-22	25412	150.00
2010-09-22	25434	620.00
2010-09-22	25437	675.00
2010-09-22	25443	895.00
2010-09-22	25465	545.00
2010-09-22	25466	87.79
2010-09-22	25468	473.35
2010-09-22	25477	86.42
2010-09-22	25484	23.04
2010-09-22	25487	82.30
2010-09-22	25490	289.00
2010-09-22	25499	725.00
2010-09-22	25500	109.00
2010-09-22	25504	129.00
2010-09-22	25525	545.00
2010-09-23	25529	545.00
2010-09-23	25534	555.00
2010-09-23	25543	675.00
2010-09-23	25547	705.00
2010-09-23	25556	100.00
2010-09-23	25560	655.00
2010-09-23	25578	675.00
2010-09-23	25586	595.00
2010-09-24	25587	115.00
2010-09-24	25594	91.92
2010-09-24	25617	565.00
2010-09-24	25623	398.31
2010-09-24	25632	107.03
2010-09-24	25634	117.00
2010-09-24	25666	25.00
2010-09-24	25672	555.00
2010-09-24	25876	555.00
2010-09-25	25688	785.00
2010-09-25	25730	254.00
2010-09-25	25732	655.00
2010-09-25	25739	45.99
2010-09-25	25759	535.00
2010-09-25	25880	605.00
2010-09-25	25881	46.05
2010-09-26	25776	547.68
2010-09-26	25809	565.00
2010-09-26	25817	735.00
2010-09-26	25825	565.00
2010-09-26	25826	86.42
2010-09-26	25859	565.00
2010-09-26	25860	615.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-09-26	25865	84.50
2010-09-27	25901	745.00
2010-09-27	25906	127.00
2010-09-27	25910	555.00
2010-09-27	25931	80.92
2010-09-27	25936	107.00
2010-09-27	25941	5.00
2010-09-27	25943	735.00
2010-09-27	25972	565.00
2010-09-28	25984	535.00
2010-09-28	25989	555.00
2010-09-28	25994	700.00
2010-09-28	26003	125.00
2010-09-28	26020	615.00
2010-09-28	26023	555.00
2010-09-28	26027	595.00
2010-09-28	26033	645.00
2010-09-28	26062	805.00
2010-09-28	26063	371.82
2010-09-29	26049	150.00
2010-09-29	26081	145.00
2010-09-29	26096	153.00
2010-09-29	26112	725.00
2010-09-29	26121	100.00
2010-09-29	26122	100.00
2010-09-29	26134	565.00
2010-09-29	26139	645.00
2010-09-29	26147	565.00
2010-09-30	26144	665.00
2010-09-30	26149	695.00
2010-09-30	26166	655.00
2010-09-30	26181	113.00
2010-09-30	26184	625.00
2010-09-30	26213	695.00
2010-09-30	26220	575.00
2010-09-30	26239	565.00
2010-10-01	26236	150.00
2010-10-01	26251	655.00
2010-10-01	26256	555.00
2010-10-01	26257	137.75
2010-10-01	26261	111.00
2010-10-01	26262	111.00
2010-10-01	26267	820.00
2010-10-01	26268	115.00
2010-10-01	26276	555.00
2010-10-01	26280	695.00
2010-10-01	26281	82.30
2010-10-01	26284	725.00
2010-10-01	26288	760.00
2010-10-01	26294	725.00
2010-10-01	26295	121.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-01	26299	549.09
2010-10-01	26302	150.00
2010-10-01	26304	100.00
2010-10-01	26325	199.43
2010-10-01	26326	605.00
2010-10-01	26342	775.00
2010-10-02	26317	87.79
2010-10-02	26338	545.00
2010-10-02	26339	109.00
2010-10-02	26377	68.36
2010-10-02	26394	545.00
2010-10-02	26400	102.91
2010-10-02	26402	84.85
2010-10-02	26424	545.00
2010-10-02	26429	292.76
2010-10-02	26436	535.00
2010-10-03	26404	100.16
2010-10-03	26453	695.00
2010-10-03	26460	585.00
2010-10-03	26463	384.81
2010-10-03	26471	615.00
2010-10-03	26485	90.54
2010-10-03	26489	555.00
2010-10-03	26496	160.05
2010-10-03	26504	795.00
2010-10-03	26519	645.00
2010-10-03	26802	339.00
2010-10-04	26510	655.00
2010-10-04	26523	71.11
2010-10-04	26533	82.30
2010-10-04	26559	100.00
2010-10-04	26561	8.65
2010-10-04	26567	108.00
2010-10-04	26575	565.00
2010-10-04	26577	150.00
2010-10-04	26587	150.00
2010-10-04	26590	695.00
2010-10-04	26608	685.00
2010-10-05	26636	665.00
2010-10-05	26652	705.00
2010-10-05	26655	86.23
2010-10-05	26658	690.09
2010-10-05	26670	87.79
2010-10-05	26678	115.00
2010-10-05	26706	73.86
2010-10-05	28595	80.92
2010-10-06	26692	715.00
2010-10-06	26703	745.00
2010-10-06	26747	705.00
2010-10-06	26748	635.00
2010-10-06	26750	605.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-06	26753	605.00
2010-10-06	26754	535.00
2010-10-06	26755	83.67
2010-10-07	26780	725.00
2010-10-07	26791	555.00
2010-10-07	26825	705.00
2010-10-07	26830	104.28
2010-10-07	26831	47.37
2010-10-07	26835	150.00
2010-10-07	26836	665.00
2010-10-07	26837	108.00
2010-10-07	26838	105.00
2010-10-07	26840	150.00
2010-10-07	26842	585.00
2010-10-07	26848	87.79
2010-10-07	26855	585.00
2010-10-07	26858	10.00
2010-10-07	26882	68.36
2010-10-07	26883	655.00
2010-10-07	26896	635.00
2010-10-08	26878	655.00
2010-10-08	26911	113.00
2010-10-08	26912	199.27
2010-10-08	26917	20.00
2010-10-08	26929	735.00
2010-10-08	26941	815.00
2010-10-08	26948	109.00
2010-10-08	26949	545.00
2010-10-08	26950	243.25
2010-10-09	26965	725.00
2010-10-09	26980	130.00
2010-10-09	26997	575.00
2010-10-09	27007	645.00
2010-10-09	27028	565.00
2010-10-09	27070	565.00
2010-10-09	27185	955.00
2010-10-09	28740	545.00
2010-10-10	27061	835.00
2010-10-10	27069	150.00
2010-10-10	27105	100.00
2010-10-10	27110	405.40
2010-10-10	27120	100.00
2010-10-10	27129	87.79
2010-10-10	27136	150.00
2010-10-10	27137	20.00
2010-10-10	27168	565.00
2010-10-10	27176	695.00
2010-10-11	27160	575.00
2010-10-11	27171	91.92
2010-10-11	27196	410.00
2010-10-11	27197	785.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-11	27198	485.00
2010-10-11	27203	80.92
2010-10-11	27218	160.00
2010-10-11	27234	90.54
2010-10-11	27244	75.64
2010-10-11	27245	20.00
2010-10-11	27251	715.00
2010-10-11	27254	550.00
2010-10-11	27264	398.29
2010-10-11	27278	91.92
2010-10-11	28787	145.00
2010-10-12	27280	715.00
2010-10-12	27286	208.82
2010-10-12	27305	83.67
2010-10-12	27313	100.00
2010-10-12	27316	625.00
2010-10-12	27338	715.00
2010-10-12	27339	150.00
2010-10-12	27347	655.00
2010-10-12	27352	100.00
2010-10-12	27375	79.36
2010-10-12	27376	585.00
2010-10-12	27383	605.00
2010-10-12	27384	775.00
2010-10-12	29172	645.00
2010-10-13	27378	735.00
2010-10-13	27382	755.00
2010-10-13	27388	99.77
2010-10-13	27392	150.00
2010-10-13	27397	80.00
2010-10-13	27400	230.73
2010-10-13	27406	745.00
2010-10-13	27418	565.00
2010-10-13	27420	306.01
2010-10-13	27423	389.92
2010-10-13	27424	82.30
2010-10-13	27425	735.00
2010-10-13	27431	315.40
2010-10-13	27433	705.00
2010-10-13	27449	410.00
2010-10-13	27450	86.42
2010-10-13	27451	160.00
2010-10-13	27479	87.79
2010-10-13	27481	790.00
2010-10-13	28759	113.00
2010-10-14	27472	565.00
2010-10-14	27496	50.00
2010-10-14	27509	100.00
2010-10-14	27514	83.67
2010-10-14	27516	775.00
2010-10-14	27544	20.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-14	27545	795.00
2010-10-14	27546	785.00
2010-10-14	27562	565.00
2010-10-14	27568	775.00
2010-10-15	27541	555.00
2010-10-15	27547	105.10
2010-10-15	27558	383.78
2010-10-15	27575	121.00
2010-10-15	27578	72.49
2010-10-15	27579	71.11
2010-10-15	27587	185.00
2010-10-15	27591	125.00
2010-10-15	27595	71.11
2010-10-15	27596	855.00
2010-10-15	27599	150.00
2010-10-15	27602	100.00
2010-10-15	27608	100.00
2010-10-15	27617	69.74
2010-10-15	27622	150.00
2010-10-15	27631	40.55
2010-10-15	27636	100.00
2010-10-16	27645	835.00
2010-10-16	27655	595.00
2010-10-16	27656	595.00
2010-10-16	27662	1,170.00
2010-10-16	27664	150.00
2010-10-16	27670	595.00
2010-10-16	27685	107.03
2010-10-16	27699	735.00
2010-10-16	27703	775.00
2010-10-16	27710	60.00
2010-10-16	27713	20.00
2010-10-16	27714	100.00
2010-10-16	27737	119.00
2010-10-16	27739	595.00
2010-10-16	27753	575.00
2010-10-16	29364	645.00
2010-10-16	29368	645.00
2010-10-17	27726	745.00
2010-10-17	27731	357.30
2010-10-17	27746	575.00
2010-10-17	27765	506.40
2010-10-17	27773	380.72
2010-10-17	27784	150.00
2010-10-17	27791	34.86
2010-10-17	27794	147.54
2010-10-17	27795	279.00
2010-10-17	27797	730.00
2010-10-17	27801	108.00
2010-10-17	27822	535.00
2010-10-17	27828	795.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-17	27832	82.30
2010-10-18	27849	90.54
2010-10-18	27850	605.00
2010-10-18	27858	150.00
2010-10-18	27859	150.00
2010-10-18	27861	83.67
2010-10-18	27868	815.00
2010-10-18	27873	76.61
2010-10-18	27886	595.00
2010-10-18	27903	585.00
2010-10-18	27911	20.00
2010-10-18	27932	615.00
2010-10-18	27937	20.00
2010-10-19	27909	665.00
2010-10-19	27917	545.00
2010-10-19	27920	725.00
2010-10-19	27928	139.69
2010-10-19	27951	110.00
2010-10-19	27953	110.00
2010-10-19	27966	139.00
2010-10-19	27967	615.00
2010-10-19	27970	150.00
2010-10-19	27985	705.00
2010-10-19	27989	585.00
2010-10-19	27990	715.00
2010-10-19	27997	645.00
2010-10-19	27998	69.74
2010-10-19	28005	220.60
2010-10-19	28012	755.00
2010-10-19	28015	665.00
2010-10-20	27995	565.00
2010-10-20	28000	575.00
2010-10-20	28001	555.00
2010-10-20	28025	337.31
2010-10-20	28032	655.00
2010-10-20	28033	150.00
2010-10-20	28045	150.00
2010-10-20	28056	655.00
2010-10-20	28075	40.42
2010-10-20	28076	83.67
2010-10-20	28086	575.00
2010-10-20	28098	110.00
2010-10-20	28099	815.00
2010-10-20	28110	150.00
2010-10-20	28216	150.00
2010-10-21	28088	735.00
2010-10-21	28100	490.00
2010-10-21	28126	775.00
2010-10-21	28132	565.00
2010-10-21	28133	160.00
2010-10-21	28139	545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-21	28142	89.17
2010-10-21	28146	424.01
2010-10-21	28152	665.00
2010-10-21	28156	755.00
2010-10-21	28159	193.17
2010-10-21	28171	50.00
2010-10-21	28177	655.00
2010-10-21	28178	115.00
2010-10-21	28179	715.00
2010-10-21	28199	565.00
2010-10-22	28185	127.00
2010-10-22	28200	150.00
2010-10-22	28203	715.00
2010-10-22	28244	605.00
2010-10-22	28245	735.00
2010-10-22	28246	100.00
2010-10-22	28249	765.00
2010-10-22	28255	87.79
2010-10-22	28259	100.00
2010-10-22	28262	107.00
2010-10-22	28263	107.00
2010-10-22	28274	555.00
2010-10-22	28280	70.96
2010-10-22	28282	545.00
2010-10-22	28284	545.00
2010-10-22	28290	745.00
2010-10-22	28316	93.29
2010-10-22	28322	615.00
2010-10-22	28323	545.00
2010-10-22	28340	150.00
2010-10-22	28341	685.00
2010-10-22	28348	100.00
2010-10-22	29915	645.00
2010-10-23	28309	585.00
2010-10-23	28324	565.00
2010-10-23	28335	565.00
2010-10-23	28344	82.48
2010-10-23	28354	100.00
2010-10-23	28364	545.00
2010-10-23	28372	675.00
2010-10-23	28373	785.00
2010-10-23	28383	725.00
2010-10-23	28387	745.00
2010-10-23	28396	110.00
2010-10-23	28407	665.00
2010-10-23	28419	100.00
2010-10-23	28420	705.00
2010-10-24	28415	575.00
2010-10-24	28432	705.00
2010-10-24	28434	735.00
2010-10-24	28436	665.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-24	28440	93.29
2010-10-24	28441	535.00
2010-10-24	28442	85.05
2010-10-24	28443	515.66
2010-10-24	28444	585.00
2010-10-24	28453	100.00
2010-10-24	28459	615.00
2010-10-24	28463	86.42
2010-10-24	28464	615.00
2010-10-24	28465	150.00
2010-10-24	28482	565.00
2010-10-24	28484	685.00
2010-10-24	28487	735.00
2010-10-24	28490	595.00
2010-10-24	28491	755.00
2010-10-25	28486	85.05
2010-10-25	28511	755.00
2010-10-25	28524	432.48
2010-10-25	28526	115.00
2010-10-25	28530	80.92
2010-10-25	28536	87.79
2010-10-25	28544	565.00
2010-10-25	28545	50.00
2010-10-25	28550	545.00
2010-10-25	28553	93.29
2010-10-25	28555	110.00
2010-10-25	28556	605.00
2010-10-25	28557	565.00
2010-10-25	28559	545.00
2010-10-25	28562	585.00
2010-10-25	28567	715.00
2010-10-25	28569	715.00
2010-10-25	28574	635.00
2010-10-25	28575	87.79
2010-10-25	28578	795.00
2010-10-25	28582	66.50
2010-10-25	28589	725.00
2010-10-26	28583	595.00
2010-10-26	28584	545.00
2010-10-26	28586	115.00
2010-10-26	28597	51.61
2010-10-26	28598	575.00
2010-10-26	28605	845.00
2010-10-26	28609	575.00
2010-10-26	28625	705.00
2010-10-26	28626	91.92
2010-10-26	28637	765.00
2010-10-26	28643	605.00
2010-10-26	28650	18.38
2010-10-26	28656	755.00
2010-10-26	28661	20.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-27	28672	545.00
2010-10-27	28675	440.00
2010-10-27	28683	115.00
2010-10-27	28684	675.00
2010-10-27	28701	765.00
2010-10-27	28702	685.00
2010-10-27	28703	402.81
2010-10-27	28706	750.00
2010-10-27	28726	558.45
2010-10-27	28730	575.00
2010-10-27	28746	565.00
2010-10-27	28748	585.00
2010-10-27	28752	565.00
2010-10-27	28753	230.83
2010-10-28	28727	675.00
2010-10-28	28775	575.00
2010-10-28	28780	113.00
2010-10-28	28781	113.00
2010-10-28	28785	436.00
2010-10-28	28789	96.04
2010-10-28	28795	73.86
2010-10-28	28801	85.05
2010-10-28	28807	655.00
2010-10-28	28810	695.00
2010-10-28	28827	306.69
2010-10-28	28829	555.00
2010-10-28	28833	249.75
2010-10-28	28840	735.00
2010-10-28	28843	535.00
2010-10-28	28845	66.99
2010-10-28	28849	675.00
2010-10-28	28850	575.00
2010-10-28	28859	565.00
2010-10-28	28868	755.00
2010-10-29	28839	90.54
2010-10-29	28844	585.00
2010-10-29	28864	615.00
2010-10-29	28867	500.00
2010-10-29	28873	765.00
2010-10-29	28874	955.00
2010-10-29	28875	865.00
2010-10-29	28910	715.00
2010-10-29	28913	109.00
2010-10-29	28921	625.00
2010-10-29	28928	98.33
2010-10-29	28930	113.00
2010-10-29	28931	1,064.29
2010-10-29	28932	413.96
2010-10-29	28938	535.00
2010-10-29	28942	100.00
2010-10-29	28944	83.67

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-10-29	28967	555.00
2010-10-29	28973	705.00
2010-10-29	28977	815.00
2010-10-29	28978	150.00
2010-10-29	28985	83.67
2010-10-29	28993	715.00
2010-10-29	28996	565.00
2010-10-30	28980	83.67
2010-10-30	28989	755.00
2010-10-30	29018	555.00
2010-10-30	29020	384.81
2010-10-30	29023	107.00
2010-10-30	29031	725.00
2010-10-30	29037	535.00
2010-10-30	29045	695.00
2010-10-30	29048	565.00
2010-10-30	29050	85.05
2010-10-30	29052	150.00
2010-10-30	29057	595.00
2010-10-30	29061	655.00
2010-10-30	29067	83.67
2010-10-30	29074	565.00
2010-10-30	29101	715.00
2010-10-30	29103	735.00
2010-10-31	29069	705.00
2010-10-31	29077	885.00
2010-10-31	29079	575.00
2010-10-31	29080	565.00
2010-10-31	29082	655.00
2010-10-31	29084	91.92
2010-10-31	29086	835.00
2010-10-31	29092	735.00
2010-10-31	29098	211.50
2010-10-31	29106	755.00
2010-10-31	29114	83.67
2010-10-31	29119	420.00
2010-10-31	29121	705.00
2010-10-31	29128	585.00
2010-10-31	29129	117.00
2010-10-31	29138	575.00
2010-10-31	29158	299.91
2010-10-31	29160	785.00
2010-10-31	29208	725.00
2010-10-31	29209	555.00
2010-11-01	29140	200.54
2010-11-01	29155	635.00
2010-11-01	29175	765.00
2010-11-01	29185	86.42
2010-11-01	29202	100.00
2010-11-01	29214	745.00
2010-11-01	29219	78.59

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-01	29220	635.00
2010-11-01	29223	645.00
2010-11-01	29224	20.00
2010-11-01	29235	735.00
2010-11-01	29262	655.00
2010-11-01	29264	655.00
2010-11-01	29269	150.00
2010-11-02	29247	595.00
2010-11-02	29250	615.00
2010-11-02	29253	96.60
2010-11-02	29254	695.00
2010-11-02	29259	695.00
2010-11-02	29260	695.00
2010-11-02	29279	68.36
2010-11-02	29287	615.00
2010-11-02	29288	83.67
2010-11-02	29298	725.00
2010-11-02	29311	715.00
2010-11-02	29317	71.11
2010-11-02	29318	89.17
2010-11-02	29322	565.00
2010-11-02	29329	775.00
2010-11-02	29331	705.00
2010-11-02	29332	655.00
2010-11-02	29341	150.00
2010-11-02	29345	845.00
2010-11-03	29334	103.10
2010-11-03	29336	705.00
2010-11-03	29338	150.00
2010-11-03	29352	343.79
2010-11-03	29356	665.00
2010-11-03	29359	645.00
2010-11-03	29362	665.00
2010-11-03	29384	635.00
2010-11-03	29389	695.00
2010-11-03	29392	143.45
2010-11-03	29399	635.00
2010-11-03	29412	675.00
2010-11-03	29426	80.00
2010-11-03	29434	705.00
2010-11-03	29436	100.00
2010-11-03	29445	565.00
2010-11-04	29419	825.00
2010-11-04	29431	755.00
2010-11-04	29439	150.00
2010-11-04	29440	85.05
2010-11-04	29454	191.00
2010-11-04	29455	494.72
2010-11-04	29457	71.11
2010-11-04	29468	945.00
2010-11-04	29472	705.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-04	29476	785.00
2010-11-04	29481	545.00
2010-11-04	29492	85.05
2010-11-04	29503	20.00
2010-11-04	29504	20.00
2010-11-04	29508	162.20
2010-11-04	29516	87.79
2010-11-04	29517	665.00
2010-11-04	29530	575.00
2010-11-04	29532	80.92
2010-11-04	29533	695.00
2010-11-05	29536	725.00
2010-11-05	29553	100.00
2010-11-05	29592	520.00
2010-11-05	29595	82.30
2010-11-05	29608	745.00
2010-11-05	29611	575.00
2010-11-05	29618	775.00
2010-11-05	29619	635.00
2010-11-05	29625	695.00
2010-11-06	29602	565.00
2010-11-06	29615	645.00
2010-11-06	29628	76.61
2010-11-06	29637	72.49
2010-11-06	29650	130.13
2010-11-06	29653	80.92
2010-11-06	29666	755.00
2010-11-06	29667	755.00
2010-11-06	29671	775.00
2010-11-06	29680	150.00
2010-11-06	29688	129.00
2010-11-06	29696	123.00
2010-11-06	29697	735.00
2010-11-06	29709	137.81
2010-11-06	29725	575.00
2010-11-07	29708	595.00
2010-11-07	29722	86.42
2010-11-07	29726	545.00
2010-11-07	29728	82.30
2010-11-07	29734	765.00
2010-11-07	29739	685.00
2010-11-07	29740	16.46
2010-11-07	29745	865.00
2010-11-07	29768	685.00
2010-11-07	29775	535.00
2010-11-07	29785	725.00
2010-11-07	29786	100.00
2010-11-07	29788	625.00
2010-11-07	29793	585.00
2010-11-07	29794	705.00
2010-11-07	29800	735.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-07	29806	605.00
2010-11-08	29798	655.00
2010-11-08	29802	493.17
2010-11-08	29809	745.00
2010-11-08	29810	487.00
2010-11-08	29813	665.00
2010-11-08	29816	715.00
2010-11-08	29834	565.00
2010-11-08	29835	83.67
2010-11-08	29843	795.00
2010-11-08	29844	605.00
2010-11-08	29845	675.00
2010-11-08	29848	86.42
2010-11-08	29851	133.00
2010-11-08	29854	695.00
2010-11-08	29856	565.00
2010-11-08	29884	645.00
2010-11-08	29890	83.67
2010-11-08	29893	575.00
2010-11-09	29883	605.00
2010-11-09	29888	595.00
2010-11-09	29923	785.00
2010-11-09	29924	715.00
2010-11-09	29933	403.34
2010-11-09	29934	20.00
2010-11-09	29940	90.54
2010-11-09	29941	605.00
2010-11-09	29943	85.05
2010-11-09	29944	535.00
2010-11-09	29953	625.00
2010-11-09	29964	85.05
2010-11-09	29966	83.67
2010-11-09	29972	150.00
2010-11-10	29993	103.86
2010-11-10	30000	396.62
2010-11-10	30003	755.00
2010-11-10	30032	45.05
2010-11-10	30035	545.00
2010-11-10	30066	20.00
2010-11-11	30085	825.00
2010-11-11	30086	665.00
2010-11-11	30093	190.36
2010-11-11	30099	755.00
2010-11-11	30110	82.30
2010-11-11	30124	675.00
2010-11-11	30129	605.00
2010-11-11	30133	765.00
2010-11-11	30141	765.00
2010-11-11	30142	575.00
2010-11-11	30148	585.00
2010-11-11	30156	149.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-11	30405	109.00
2010-11-12	30138	545.00
2010-11-12	30172	127.00
2010-11-12	30174	755.00
2010-11-12	30178	150.00
2010-11-12	30187	725.00
2010-11-12	30196	119.00
2010-11-12	30199	75.23
2010-11-12	30209	595.00
2010-11-12	30211	565.00
2010-11-12	30214	735.00
2010-11-12	30216	745.00
2010-11-12	30218	585.00
2010-11-12	30231	765.00
2010-11-13	30226	725.00
2010-11-13	30229	715.00
2010-11-13	30234	342.66
2010-11-13	30243	150.00
2010-11-13	30246	206.01
2010-11-13	30254	735.00
2010-11-13	30258	575.00
2010-11-13	30259	665.00
2010-11-13	30263	121.00
2010-11-13	30265	150.00
2010-11-13	30268	585.00
2010-11-13	30270	575.00
2010-11-13	30275	575.00
2010-11-13	30276	82.30
2010-11-13	30287	97.86
2010-11-13	30303	165.00
2010-11-13	30309	605.00
2010-11-13	30324	69.74
2010-11-14	30301	725.00
2010-11-14	30319	150.00
2010-11-14	30340	755.00
2010-11-14	30344	785.00
2010-11-14	30345	795.00
2010-11-14	30356	150.00
2010-11-14	30358	795.00
2010-11-14	30361	639.30
2010-11-14	30362	725.00
2010-11-14	30363	745.00
2010-11-14	30393	555.00
2010-11-14	30395	555.00
2010-11-15	30404	119.00
2010-11-15	30420	865.00
2010-11-15	30425	775.00
2010-11-15	30437	655.00
2010-11-15	30440	605.00
2010-11-15	30446	595.00
2010-11-15	30458	205.50

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-15	30464	117.00
2010-11-15	30480	535.00
2010-11-15	30485	565.00
2010-11-16	30474	565.00
2010-11-16	30479	87.79
2010-11-16	30491	715.00
2010-11-16	30501	565.00
2010-11-16	30504	615.00
2010-11-16	30508	150.00
2010-11-16	30515	159.00
2010-11-16	30533	715.00
2010-11-16	30538	815.00
2010-11-16	30547	535.00
2010-11-16	30555	755.00
2010-11-16	30575	755.00
2010-11-16	30576	100.00
2010-11-17	30563	535.00
2010-11-17	30598	725.00
2010-11-17	30614	675.00
2010-11-17	30615	585.00
2010-11-17	30619	150.00
2010-11-17	30621	585.00
2010-11-17	30624	208.82
2010-11-17	30642	835.00
2010-11-17	30668	87.79
2010-11-17	30674	615.00
2010-11-18	30650	605.00
2010-11-18	30664	705.00
2010-11-18	30666	20.00
2010-11-18	30673	150.00
2010-11-18	30681	94.66
2010-11-18	30683	625.00
2010-11-18	30684	595.00
2010-11-18	30697	80.92
2010-11-18	30703	605.00
2010-11-18	30708	770.00
2010-11-18	30712	555.00
2010-11-18	30728	605.00
2010-11-18	30742	305.12
2010-11-18	30754	605.00
2010-11-18	30756	73.86
2010-11-19	30739	605.00
2010-11-19	30751	655.00
2010-11-19	30759	745.00
2010-11-19	30767	675.00
2010-11-19	30769	575.00
2010-11-19	30771	343.80
2010-11-19	30775	85.05
2010-11-19	30781	605.00
2010-11-19	30784	365.00
2010-11-19	30792	645.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-19	30824	89.17
2010-11-19	30825	815.00
2010-11-19	30838	91.92
2010-11-20	30808	655.00
2010-11-20	30810	735.00
2010-11-20	30813	695.00
2010-11-20	30827	765.00
2010-11-20	30840	775.00
2010-11-20	30846	545.00
2010-11-20	30848	535.00
2010-11-20	30855	86.42
2010-11-20	30858	147.00
2010-11-20	30863	595.00
2010-11-20	30867	80.92
2010-11-20	30868	695.00
2010-11-20	30884	715.00
2010-11-20	30889	535.00
2010-11-20	30890	535.00
2010-11-20	30899	665.00
2010-11-20	30906	905.00
2010-11-20	30911	635.00
2010-11-20	30912	79.36
2010-11-21	30901	440.00
2010-11-21	30909	855.00
2010-11-21	30910	595.00
2010-11-21	30914	715.00
2010-11-21	30917	855.00
2010-11-21	30922	765.00
2010-11-21	30925	655.00
2010-11-21	30929	87.79
2010-11-21	30955	595.00
2010-11-21	30956	745.00
2010-11-21	30971	16.18
2010-11-21	30983	89.17
2010-11-22	30967	575.00
2010-11-22	30992	615.00
2010-11-22	30997	100.00
2010-11-22	31001	240.36
2010-11-22	31002	675.00
2010-11-22	31003	745.00
2010-11-22	31009	645.00
2010-11-22	31031	725.00
2010-11-22	31041	371.28
2010-11-22	31048	625.00
2010-11-22	31051	1,120.00
2010-11-22	31067	665.00
2010-11-22	31075	625.00
2010-11-23	31063	665.00
2010-11-23	31069	605.00
2010-11-23	31071	36.55
2010-11-23	31081	605.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-23	31086	575.00
2010-11-23	31087	73.86
2010-11-23	31119	121.00
2010-11-23	31122	725.00
2010-11-23	31127	196.30
2010-11-23	31129	545.00
2010-11-23	31131	685.00
2010-11-23	31144	695.00
2010-11-24	31156	545.00
2010-11-24	31157	293.17
2010-11-24	31166	825.00
2010-11-24	31169	575.00
2010-11-24	31174	755.00
2010-11-24	31178	50.00
2010-11-24	31201	645.00
2010-11-24	31202	735.00
2010-11-24	31214	555.00
2010-11-24	31215	845.00
2010-11-24	31216	68.36
2010-11-24	31221	755.00
2010-11-24	31226	459.00
2010-11-25	31218	150.00
2010-11-25	31222	655.00
2010-11-25	31241	565.00
2010-11-25	31256	150.00
2010-11-25	31274	645.00
2010-11-25	31286	675.00
2010-11-25	31301	735.00
2010-11-25	31509	780.00
2010-11-25	32752	735.00
2010-11-26	31288	765.00
2010-11-26	31289	86.42
2010-11-26	31293	565.00
2010-11-26	31298	645.00
2010-11-26	31300	605.00
2010-11-26	31313	605.00
2010-11-26	31314	605.00
2010-11-26	31320	15.87
2010-11-26	31328	940.00
2010-11-26	31339	585.00
2010-11-26	31340	565.00
2010-11-26	31345	555.00
2010-11-26	31355	655.00
2010-11-27	31365	575.00
2010-11-27	31381	100.00
2010-11-27	31386	96.04
2010-11-27	31395	145.10
2010-11-27	31396	555.00
2010-11-27	31402	590.00
2010-11-27	31408	555.00
2010-11-27	31414	805.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-27	31468	785.00
2010-11-28	31416	269.00
2010-11-28	31426	565.00
2010-11-28	31431	145.00
2010-11-28	31439	50.00
2010-11-28	31447	685.00
2010-11-28	31457	655.00
2010-11-28	31463	545.00
2010-11-28	31466	575.00
2010-11-28	31472	745.00
2010-11-28	31481	50.00
2010-11-28	31486	795.00
2010-11-28	31492	96.33
2010-11-28	31503	585.00
2010-11-28	31507	516.41
2010-11-28	31508	745.00
2010-11-28	31510	545.00
2010-11-28	31528	675.00
2010-11-28	31533	775.00
2010-11-29	31506	655.00
2010-11-29	31537	535.00
2010-11-29	31538	71.11
2010-11-29	31540	150.00
2010-11-29	31549	45.00
2010-11-29	31552	605.00
2010-11-29	31566	665.00
2010-11-29	31569	555.00
2010-11-29	31572	16.73
2010-11-29	31576	635.00
2010-11-29	31578	675.00
2010-11-29	31584	655.00
2010-11-29	31585	555.00
2010-11-29	31588	755.00
2010-11-29	31601	256.87
2010-11-29	31613	17.50
2010-11-29	31616	725.00
2010-11-29	31621	450.00
2010-11-30	31602	665.00
2010-11-30	31619	23.15
2010-11-30	31624	685.00
2010-11-30	31635	545.00
2010-11-30	31648	583.80
2010-11-30	31656	655.00
2010-11-30	31657	544.81
2010-11-30	31665	605.00
2010-11-30	31667	625.00
2010-11-30	31677	85.05
2010-11-30	31679	705.00
2010-11-30	31680	675.00
2010-11-30	31685	635.00
2010-11-30	31687	735.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-11-30	31689	605.00
2010-11-30	31690	565.00
2010-11-30	31693	214.60
2010-11-30	31696	160.00
2010-12-01	31682	725.00
2010-12-01	31698	565.00
2010-12-01	31701	535.00
2010-12-01	31702	685.00
2010-12-01	31734	83.67
2010-12-01	31741	20.00
2010-12-01	31742	665.00
2010-12-01	31743	100.00
2010-12-01	31753	765.00
2010-12-01	31755	715.00
2010-12-01	31759	150.00
2010-12-01	31766	595.00
2010-12-01	31771	150.00
2010-12-01	31774	87.79
2010-12-01	31779	595.00
2010-12-01	31782	625.00
2010-12-01	31786	79.36
2010-12-01	31795	25.00
2010-12-02	31784	605.00
2010-12-02	31793	665.00
2010-12-02	31806	815.00
2010-12-02	31809	113.83
2010-12-02	31811	575.00
2010-12-02	31820	715.00
2010-12-02	31824	765.00
2010-12-02	31826	150.00
2010-12-02	31835	87.79
2010-12-02	31842	675.00
2010-12-02	31850	535.00
2010-12-02	31852	238.35
2010-12-02	31855	135.00
2010-12-02	31866	635.00
2010-12-02	31871	157.00
2010-12-02	31884	745.00
2010-12-03	31864	705.00
2010-12-03	31868	565.00
2010-12-03	31874	575.00
2010-12-03	31877	585.00
2010-12-03	31891	117.00
2010-12-03	31893	685.00
2010-12-03	31896	715.00
2010-12-03	31904	715.00
2010-12-03	31912	795.00
2010-12-03	31915	135.00
2010-12-03	31920	83.67
2010-12-03	31926	715.00
2010-12-03	31928	715.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-03	31933	82.30
2010-12-03	31938	655.00
2010-12-03	31939	56.50
2010-12-03	31942	625.00
2010-12-03	31944	645.00
2010-12-03	31951	565.00
2010-12-03	31960	765.00
2010-12-03	31972	605.00
2010-12-03	31974	645.00
2010-12-03	31979	87.79
2010-12-04	31969	655.00
2010-12-04	31986	161.30
2010-12-04	31993	96.33
2010-12-04	31996	685.00
2010-12-04	32005	100.00
2010-12-04	32006	18.38
2010-12-04	32008	895.00
2010-12-04	32014	85.05
2010-12-04	32020	100.00
2010-12-04	32025	720.00
2010-12-04	32029	545.00
2010-12-04	32030	555.00
2010-12-04	32032	80.00
2010-12-04	32033	805.00
2010-12-04	32039	40.36
2010-12-04	32042	150.00
2010-12-04	32047	635.00
2010-12-04	32057	705.00
2010-12-04	32059	150.00
2010-12-04	32062	765.00
2010-12-04	32076	665.00
2010-12-04	32077	565.00
2010-12-05	32043	645.00
2010-12-05	32045	85.05
2010-12-05	32056	595.00
2010-12-05	32069	645.00
2010-12-05	32081	765.00
2010-12-05	32082	125.00
2010-12-05	32088	635.00
2010-12-05	32098	725.00
2010-12-05	32102	341.83
2010-12-05	32105	69.74
2010-12-05	32112	905.00
2010-12-05	32116	323.00
2010-12-05	32117	685.00
2010-12-05	32123	775.00
2010-12-05	32133	545.00
2010-12-05	32134	725.00
2010-12-05	32142	535.00
2010-12-05	32143	605.00
2010-12-06	32118	125.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-06	32125	97.86
2010-12-06	32136	535.00
2010-12-06	32154	100.00
2010-12-06	32155	240.12
2010-12-06	32158	150.00
2010-12-06	32177	655.00
2010-12-06	32182	645.00
2010-12-06	32183	815.00
2010-12-06	32188	287.00
2010-12-06	32194	89.17
2010-12-06	32197	87.79
2010-12-06	32203	675.00
2010-12-06	32210	545.00
2010-12-06	32221	565.00
2010-12-07	32206	432.12
2010-12-07	32219	100.00
2010-12-07	32244	575.00
2010-12-07	32245	605.00
2010-12-07	32248	705.00
2010-12-07	32251	805.00
2010-12-07	32259	775.00
2010-12-07	32270	565.00
2010-12-07	32277	68.36
2010-12-07	32287	595.00
2010-12-07	32307	675.00
2010-12-07	32309	665.00
2010-12-08	32281	665.00
2010-12-08	32311	545.00
2010-12-08	32313	585.00
2010-12-08	32320	635.00
2010-12-08	32322	725.00
2010-12-08	32323	105.78
2010-12-08	32328	555.00
2010-12-08	32329	211.50
2010-12-08	32330	334.80
2010-12-08	32337	249.75
2010-12-08	32349	705.00
2010-12-08	32350	635.00
2010-12-08	32353	150.00
2010-12-08	32358	555.00
2010-12-08	32359	705.00
2010-12-08	32361	87.79
2010-12-08	32366	87.79
2010-12-08	32371	735.00
2010-12-08	32383	535.00
2010-12-08	32384	281.00
2010-12-08	32397	575.00
2010-12-08	32399	79.55
2010-12-09	32388	665.00
2010-12-09	32413	43.24
2010-12-09	32417	755.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-09	32419	35.00
2010-12-09	32429	83.67
2010-12-09	32450	150.00
2010-12-09	32455	110.00
2010-12-09	32457	605.00
2010-12-09	32461	665.00
2010-12-09	32470	150.00
2010-12-10	32466	785.00
2010-12-10	32476	555.00
2010-12-10	32487	585.00
2010-12-10	32489	399.34
2010-12-10	32515	535.00
2010-12-10	32520	25.00
2010-12-10	32525	555.00
2010-12-10	32537	655.00
2010-12-10	32546	715.00
2010-12-10	32553	695.00
2010-12-10	32554	745.00
2010-12-10	32567	705.00
2010-12-10	32572	440.00
2010-12-10	32576	635.00
2010-12-10	32579	77.98
2010-12-10	32586	685.00
2010-12-11	32557	735.00
2010-12-11	32563	88.00
2010-12-11	32571	715.00
2010-12-11	32582	585.00
2010-12-11	32583	795.00
2010-12-11	32600	134.05
2010-12-11	32617	685.00
2010-12-11	32620	77.98
2010-12-11	32628	87.79
2010-12-11	32633	87.79
2010-12-11	32641	111.15
2010-12-11	32642	103.86
2010-12-11	32647	155.00
2010-12-11	32656	39.55
2010-12-12	32646	615.00
2010-12-12	32653	150.00
2010-12-12	32654	665.00
2010-12-12	32664	402.22
2010-12-12	32666	815.00
2010-12-12	32686	535.00
2010-12-12	32689	85.05
2010-12-12	32692	725.00
2010-12-12	32693	695.00
2010-12-12	32715	595.00
2010-12-12	32726	119.00
2010-12-12	32816	555.00
2010-12-12	32829	260.00
2010-12-12	32830	86.42

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-13	32712	199.43
2010-12-13	32744	135.00
2010-12-13	32747	605.00
2010-12-13	32751	745.00
2010-12-13	32761	615.00
2010-12-13	32765	755.00
2010-12-13	32767	93.97
2010-12-13	32771	745.00
2010-12-13	32773	655.00
2010-12-13	32775	715.00
2010-12-13	32776	129.00
2010-12-13	32778	79.36
2010-12-13	32781	66.92
2010-12-13	32797	765.00
2010-12-14	32790	545.00
2010-12-14	32791	855.00
2010-12-14	32802	100.00
2010-12-14	32807	100.00
2010-12-14	32818	965.00
2010-12-14	32825	83.67
2010-12-14	32845	155.00
2010-12-14	32849	955.00
2010-12-14	32855	100.00
2010-12-14	32857	575.00
2010-12-14	32861	565.00
2010-12-14	32870	595.00
2010-12-14	32874	150.00
2010-12-14	32876	785.00
2010-12-14	32881	805.00
2010-12-14	32883	115.00
2010-12-14	32888	775.00
2010-12-14	32892	805.00
2010-12-14	32955	645.00
2010-12-15	32895	82.30
2010-12-15	32898	565.00
2010-12-15	32899	705.00
2010-12-15	32906	815.00
2010-12-15	32917	565.00
2010-12-15	32928	585.00
2010-12-15	32933	545.00
2010-12-15	32936	100.00
2010-12-15	32964	615.00
2010-12-15	32980	715.00
2010-12-15	32982	785.00
2010-12-16	32986	755.00
2010-12-16	33037	705.00
2010-12-16	33075	905.00
2010-12-16	33086	745.00
2010-12-16	33112	575.00
2010-12-16	33115	735.00
2010-12-16	33125	100.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-16	33128	625.00
2010-12-16	33523	87.79
2010-12-16	33524	735.00
2010-12-16	34174	555.00
2010-12-17	33098	123.00
2010-12-17	33103	705.00
2010-12-17	33137	740.00
2010-12-17	33140	785.00
2010-12-17	33152	605.00
2010-12-17	33160	109.00
2010-12-17	33162	325.79
2010-12-17	33163	85.05
2010-12-17	33164	86.42
2010-12-17	33171	625.00
2010-12-17	33191	865.00
2010-12-18	33192	111.86
2010-12-18	33197	755.00
2010-12-18	33205	163.55
2010-12-18	33219	535.00
2010-12-18	33222	645.00
2010-12-18	33225	805.00
2010-12-18	33228	600.00
2010-12-18	33236	100.00
2010-12-18	33241	755.00
2010-12-18	33246	925.00
2010-12-18	33255	595.00
2010-12-19	33243	785.00
2010-12-19	33258	545.00
2010-12-19	33284	197.00
2010-12-19	33296	635.00
2010-12-19	33316	615.00
2010-12-19	33327	150.00
2010-12-20	33336	151.00
2010-12-20	33344	150.00
2010-12-20	33350	123.38
2010-12-20	33363	578.20
2010-12-20	33373	815.00
2010-12-20	33386	268.53
2010-12-20	33387	75.23
2010-12-20	33394	83.67
2010-12-20	33395	655.00
2010-12-20	33396	10.00
2010-12-20	33402	755.00
2010-12-20	33423	605.00
2010-12-20	33425	625.00
2010-12-21	33427	545.00
2010-12-21	33429	655.00
2010-12-21	33444	725.00
2010-12-21	33447	575.00
2010-12-21	33450	427.29
2010-12-21	33453	100.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-21	33456	227.60
2010-12-21	33472	150.00
2010-12-21	33475	565.00
2010-12-21	33478	68.36
2010-12-21	33499	705.00
2010-12-21	33500	715.00
2010-12-21	33509	595.00
2010-12-21	33511	89.17
2010-12-21	33518	675.00
2010-12-22	33489	665.00
2010-12-22	33533	585.00
2010-12-22	33550	855.00
2010-12-22	33552	93.29
2010-12-22	33554	665.00
2010-12-22	33555	369.31
2010-12-22	33557	216.22
2010-12-22	33562	645.00
2010-12-22	33564	635.00
2010-12-22	33568	100.00
2010-12-22	33580	735.00
2010-12-22	33588	339.43
2010-12-22	33591	575.00
2010-12-22	33592	585.00
2010-12-23	33590	366.62
2010-12-23	33615	501.54
2010-12-23	33632	715.00
2010-12-23	33635	765.00
2010-12-23	33638	68.36
2010-12-23	33643	875.00
2010-12-23	33644	735.00
2010-12-23	33645	695.00
2010-12-23	33647	178.50
2010-12-23	33650	545.00
2010-12-23	33661	535.00
2010-12-23	33662	605.00
2010-12-23	33667	695.00
2010-12-23	33671	645.00
2010-12-23	33675	755.00
2010-12-23	33678	545.00
2010-12-24	33688	645.00
2010-12-24	33691	150.00
2010-12-24	33695	555.00
2010-12-24	33696	88.97
2010-12-24	33698	585.00
2010-12-24	33701	150.00
2010-12-24	33703	150.00
2010-12-24	33706	645.00
2010-12-24	33719	545.00
2010-12-24	33726	150.00
2010-12-24	33729	252.88
2010-12-24	33735	430.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-24	33754	815.00
2010-12-24	34006	88.97
2010-12-25	33743	675.00
2010-12-25	33751	87.57
2010-12-25	33757	123.00
2010-12-25	33767	535.00
2010-12-25	33769	635.00
2010-12-25	33780	575.00
2010-12-25	33782	565.00
2010-12-25	33784	770.00
2010-12-25	33791	150.00
2010-12-25	33797	685.00
2010-12-25	33804	715.00
2010-12-25	33808	725.00
2010-12-25	33810	100.00
2010-12-25	33816	785.00
2010-12-25	33829	384.79
2010-12-26	33827	66.99
2010-12-26	33833	765.00
2010-12-26	33838	815.00
2010-12-26	33840	535.00
2010-12-26	33844	75.23
2010-12-26	33845	585.00
2010-12-26	33855	82.30
2010-12-26	33857	875.00
2010-12-26	33861	715.00
2010-12-26	33862	100.00
2010-12-26	33865	705.00
2010-12-26	33869	575.00
2010-12-26	33874	565.00
2010-12-26	33882	150.00
2010-12-26	33884	695.00
2010-12-26	33892	765.00
2010-12-26	33895	705.00
2010-12-26	33896	635.00
2010-12-26	33901	150.00
2010-12-26	33911	100.00
2010-12-27	33910	695.00
2010-12-27	33919	635.00
2010-12-27	33927	655.00
2010-12-27	33938	535.00
2010-12-27	33941	695.00
2010-12-27	33943	80.92
2010-12-27	33947	20.00
2010-12-27	33951	20.00
2010-12-27	33958	555.00
2010-12-27	33965	75.40
2010-12-27	33975	745.00
2010-12-27	33978	150.00
2010-12-27	33982	150.00
2010-12-27	34004	545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-27	34005	655.00
2010-12-28	33986	565.00
2010-12-28	33992	545.00
2010-12-28	33994	705.00
2010-12-28	34003	615.00
2010-12-28	34010	90.54
2010-12-28	34019	655.00
2010-12-28	34024	705.00
2010-12-28	34025	715.00
2010-12-28	34035	635.00
2010-12-28	34037	73.86
2010-12-28	34046	725.00
2010-12-28	34066	159.00
2010-12-28	34074	765.00
2010-12-28	34077	91.92
2010-12-28	34078	117.12
2010-12-29	34060	17.28
2010-12-29	34076	605.00
2010-12-29	34079	735.00
2010-12-29	34082	138.72
2010-12-29	34091	995.00
2010-12-29	34097	100.00
2010-12-29	34102	725.00
2010-12-29	34112	705.00
2010-12-29	34126	605.00
2010-12-29	34129	585.00
2010-12-29	34133	645.00
2010-12-29	34141	725.00
2010-12-29	34152	675.00
2010-12-29	34155	665.00
2010-12-29	34156	655.00
2010-12-29	34169	535.00
2010-12-29	34172	855.00
2010-12-30	34148	665.00
2010-12-30	34166	665.00
2010-12-30	34177	645.00
2010-12-30	34178	555.00
2010-12-30	34181	635.00
2010-12-30	34189	655.00
2010-12-30	34194	695.00
2010-12-30	34196	167.00
2010-12-30	34206	100.00
2010-12-30	34207	108.60
2010-12-30	34209	765.00
2010-12-30	34215	555.00
2010-12-30	34218	80.92
2010-12-30	34229	715.00
2010-12-30	34238	87.79
2010-12-30	34251	785.00
2010-12-30	34257	535.00
2010-12-30	34258	545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2010-12-30	34260	605.00
2010-12-30	34261	100.00
2010-12-31	34248	555.00
2010-12-31	34259	815.00
2010-12-31	34272	150.00
2010-12-31	34273	805.00
2010-12-31	34280	80.92
2010-12-31	34284	605.00
2010-12-31	34296	655.00
2010-12-31	34297	100.00
2010-12-31	34301	810.00
2010-12-31	34306	865.00
2010-12-31	34307	96.04
2010-12-31	34316	595.00
2010-12-31	34321	565.00
2010-12-31	34322	755.00
2010-12-31	34331	565.00
2010-12-31	34334	75.23
2011-01-01	2	825.00
2011-01-01	4	665.00
2011-01-01	5	725.00
2011-01-01	8	68.58
2011-01-01	9	765.00
2011-01-01	18	575.00
2011-01-01	20	595.00
2011-01-01	24	655.00
2011-01-01	33	645.00
2011-01-01	35	251.62
2011-01-01	43	185.00
2011-01-01	45	100.00
2011-01-01	50	555.00
2011-01-01	51	735.00
2011-01-01	56	775.00
2011-01-01	60	615.00
2011-01-01	73	895.00
2011-01-01	79	685.00
2011-01-01	93	675.00
2011-01-01	98	905.00
2011-01-02	70	675.00
2011-01-02	102	655.00
2011-01-02	103	725.00
2011-01-02	116	615.00
2011-01-02	122	82.56
2011-01-02	128	150.00
2011-01-02	134	795.00
2011-01-02	143	675.00
2011-01-02	150	10.00
2011-01-02	152	535.00
2011-01-02	157	545.00
2011-01-02	159	162.00
2011-01-02	249	735.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-02	484	70.23
2011-01-02	485	200.00
2011-01-03	147	150.00
2011-01-03	149	61.73
2011-01-03	176	695.00
2011-01-03	188	655.00
2011-01-03	189	615.00
2011-01-03	202	95.00
2011-01-03	204	685.00
2011-01-03	205	116.04
2011-01-03	206	735.00
2011-01-03	210	100.00
2011-01-03	214	127.00
2011-01-03	226	83.94
2011-01-03	231	635.00
2011-01-03	242	595.00
2011-01-03	245	675.00
2011-01-03	248	121.00
2011-01-03	277	725.00
2011-01-04	250	76.81
2011-01-04	270	347.32
2011-01-04	285	755.00
2011-01-04	288	665.00
2011-01-04	301	575.00
2011-01-04	302	725.00
2011-01-04	309	695.00
2011-01-04	316	123.00
2011-01-04	331	605.00
2011-01-04	351	665.00
2011-01-04	357	150.00
2011-01-04	359	89.70
2011-01-05	369	705.00
2011-01-05	371	705.00
2011-01-05	380	745.00
2011-01-05	396	595.00
2011-01-05	408	200.00
2011-01-05	409	90.93
2011-01-05	419	765.00
2011-01-05	420	191.03
2011-01-05	423	675.00
2011-01-05	426	545.00
2011-01-05	428	125.00
2011-01-05	436	715.00
2011-01-05	438	665.00
2011-01-05	453	675.00
2011-01-05	460	605.00
2011-01-05	461	216.50
2011-01-05	476	635.00
2011-01-05	478	830.00
2011-01-06	443	655.00
2011-01-06	456	775.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-06	510	472.16
2011-01-06	514	755.00
2011-01-06	517	152.66
2011-01-06	518	565.00
2011-01-06	519	575.00
2011-01-06	522	74.34
2011-01-06	525	685.00
2011-01-06	543	625.00
2011-01-06	545	715.00
2011-01-06	546	765.00
2011-01-06	549	605.00
2011-01-06	551	605.00
2011-01-06	552	555.00
2011-01-06	556	655.00
2011-01-06	563	16.18
2011-01-06	564	635.00
2011-01-06	567	710.39
2011-01-06	579	725.00
2011-01-06	582	68.58
2011-01-06	856	755.00
2011-01-06	1044	675.00
2011-01-07	577	565.00
2011-01-07	586	685.00
2011-01-07	595	90.25
2011-01-07	607	147.00
2011-01-07	608	640.00
2011-01-07	611	595.00
2011-01-07	612	150.00
2011-01-07	617	68.31
2011-01-07	618	785.00
2011-01-07	619	645.00
2011-01-07	622	715.00
2011-01-07	628	150.00
2011-01-07	641	510.00
2011-01-07	645	141.00
2011-01-07	659	735.00
2011-01-07	666	715.00
2011-01-07	675	585.00
2011-01-07	692	735.00
2011-01-07	698	83.94
2011-01-08	686	725.00
2011-01-08	687	75.58
2011-01-08	690	100.00
2011-01-08	707	715.00
2011-01-08	708	585.00
2011-01-08	710	675.00
2011-01-08	721	305.78
2011-01-08	725	75.00
2011-01-08	727	665.00
2011-01-08	730	615.00
2011-01-08	737	150.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-08	745	765.00
2011-01-08	746	108.67
2011-01-08	749	705.00
2011-01-08	753	201.50
2011-01-08	761	85.86
2011-01-08	774	595.00
2011-01-08	779	725.00
2011-01-08	785	885.00
2011-01-09	759	545.00
2011-01-09	765	675.00
2011-01-09	789	755.00
2011-01-09	793	775.00
2011-01-09	794	550.00
2011-01-09	800	50.00
2011-01-09	804	77.64
2011-01-09	808	785.00
2011-01-09	815	625.00
2011-01-09	816	675.00
2011-01-09	817	655.00
2011-01-09	845	150.00
2011-01-09	846	695.00
2011-01-09	852	73.80
2011-01-09	866	695.00
2011-01-10	840	150.00
2011-01-10	849	575.00
2011-01-10	860	665.00
2011-01-10	885	695.00
2011-01-10	889	725.00
2011-01-10	897	595.00
2011-01-10	910	48.31
2011-01-10	915	595.00
2011-01-10	919	615.00
2011-01-10	920	45.05
2011-01-10	946	665.00
2011-01-10	947	169.00
2011-01-11	926	765.00
2011-01-11	933	725.00
2011-01-11	937	401.62
2011-01-11	938	117.50
2011-01-11	953	535.00
2011-01-11	954	565.00
2011-01-11	956	595.00
2011-01-11	966	715.00
2011-01-11	968	483.50
2011-01-11	974	110.10
2011-01-11	978	605.00
2011-01-11	985	545.00
2011-01-11	992	54.66
2011-01-11	993	72.15
2011-01-11	1003	88.46
2011-01-11	1005	795.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-11	1010	150.00
2011-01-11	1023	625.00
2011-01-11	1029	575.00
2011-01-11	1030	765.00
2011-01-11	1032	150.00
2011-01-11	1038	82.02
2011-01-11	1039	535.00
2011-01-11	1041	80.78
2011-01-12	1007	200.00
2011-01-12	1035	675.00
2011-01-12	1045	705.00
2011-01-12	1046	150.00
2011-01-12	1050	655.00
2011-01-12	1051	88.46
2011-01-12	1065	84.07
2011-01-12	1074	171.00
2011-01-12	1091	100.00
2011-01-12	1099	17.10
2011-01-12	1104	565.00
2011-01-12	1109	595.00
2011-01-12	1117	392.81
2011-01-12	1127	545.00
2011-01-12	1128	605.00
2011-01-12	1136	645.00
2011-01-12	1137	715.00
2011-01-13	1108	100.00
2011-01-13	1116	90.52
2011-01-13	1123	545.00
2011-01-13	1130	715.00
2011-01-13	1133	705.00
2011-01-13	1141	68.17
2011-01-13	1149	407.13
2011-01-13	1153	625.00
2011-01-13	1163	655.00
2011-01-13	1169	565.00
2011-01-13	1174	735.00
2011-01-13	1176	559.00
2011-01-13	1181	735.00
2011-01-13	1185	645.00
2011-01-13	1189	715.00
2011-01-13	1190	545.00
2011-01-13	1191	555.00
2011-01-13	1200	565.00
2011-01-13	1201	745.00
2011-01-13	1203	705.00
2011-01-13	1211	765.00
2011-01-13	1218	635.00
2011-01-13	1219	635.00
2011-01-13	1228	555.00
2011-01-14	1204	95.60
2011-01-14	1209	545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-14	1213	82.03
2011-01-14	1217	110.24
2011-01-14	1220	555.00
2011-01-14	1232	555.00
2011-01-14	1233	745.00
2011-01-14	1235	304.76
2011-01-14	1244	84.48
2011-01-14	1249	565.00
2011-01-14	1272	20.00
2011-01-14	1274	615.00
2011-01-14	1277	635.00
2011-01-14	1282	150.00
2011-01-14	1283	665.00
2011-01-14	1314	150.00
2011-01-14	1317	755.00
2011-01-14	1322	585.00
2011-01-14	1325	715.00
2011-01-15	1333	150.00
2011-01-15	1336	545.00
2011-01-15	1363	715.00
2011-01-15	1369	635.00
2011-01-15	1379	133.00
2011-01-16	1381	595.00
2011-01-16	1393	320.93
2011-01-16	1403	565.00
2011-01-16	1405	60.00
2011-01-16	1407	88.32
2011-01-16	1411	555.00
2011-01-16	1419	725.00
2011-01-16	1420	82.43
2011-01-16	1431	575.00
2011-01-16	1434	555.00
2011-01-16	1445	695.00
2011-01-16	1446	116.21
2011-01-16	1450	585.00
2011-01-16	1457	695.00
2011-01-16	1479	735.00
2011-01-17	1470	150.00
2011-01-17	1485	83.25
2011-01-17	1492	94.36
2011-01-17	1504	100.00
2011-01-17	1518	150.00
2011-01-17	1526	665.00
2011-01-17	1530	655.00
2011-01-17	1535	110.04
2011-01-17	1554	595.00
2011-01-18	1542	545.00
2011-01-18	1557	575.00
2011-01-18	1558	575.00
2011-01-18	1571	40.00
2011-01-18	1573	470.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-18	1574	100.00
2011-01-18	1575	100.00
2011-01-18	1577	542.20
2011-01-18	1579	468.30
2011-01-18	1583	100.00
2011-01-18	1605	645.00
2011-01-18	1613	715.00
2011-01-18	1618	585.00
2011-01-18	1619	150.00
2011-01-18	1625	605.00
2011-01-18	1626	545.00
2011-01-18	1630	545.00
2011-01-18	1634	545.00
2011-01-18	1641	100.00
2011-01-18	1644	100.00
2011-01-18	1648	191.25
2011-01-18	1654	80.64
2011-01-18	1658	545.00
2011-01-18	1660	735.00
2011-01-19	1661	605.00
2011-01-19	1683	1,125.00
2011-01-19	1684	565.00
2011-01-19	1699	85.17
2011-01-19	1700	40.00
2011-01-19	1711	94.91
2011-01-19	1718	76.81
2011-01-19	1721	62.35
2011-01-19	1722	135.00
2011-01-19	1738	665.00
2011-01-19	1740	555.00
2011-01-19	1750	795.00
2011-01-19	1751	645.00
2011-01-19	1784	765.00
2011-01-19	1789	342.20
2011-01-19	1795	675.00
2011-01-19	1796	100.00
2011-01-19	1797	555.00
2011-01-19	1798	785.00
2011-01-19	1799	725.00
2011-01-20	1768	545.00
2011-01-20	1771	735.00
2011-01-20	1817	615.00
2011-01-20	1820	615.00
2011-01-20	1826	317.17
2011-01-20	1831	735.00
2011-01-20	1832	78.32
2011-01-20	1836	645.00
2011-01-20	1855	555.00
2011-01-20	1869	695.00
2011-01-20	1880	585.00
2011-01-20	1882	975.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-20	1891	150.00
2011-01-21	1850	156.20
2011-01-21	1871	82.56
2011-01-21	1893	735.00
2011-01-21	1895	9.02
2011-01-21	1906	555.00
2011-01-21	1918	665.00
2011-01-21	1921	765.00
2011-01-21	1924	695.00
2011-01-21	1925	324.76
2011-01-21	1947	685.00
2011-01-21	1975	100.00
2011-01-21	1979	219.50
2011-01-22	1964	575.00
2011-01-22	1969	595.00
2011-01-22	1977	90.11
2011-01-22	1982	605.00
2011-01-22	1984	545.00
2011-01-22	1985	685.00
2011-01-22	1986	615.00
2011-01-22	1988	100.00
2011-01-22	1989	84.76
2011-01-22	1999	745.00
2011-01-22	2011	675.00
2011-01-22	2018	775.00
2011-01-22	2021	645.00
2011-01-22	2022	715.00
2011-01-22	2024	595.00
2011-01-22	2031	229.00
2011-01-22	2032	85.17
2011-01-22	2043	85.86
2011-01-22	2051	545.00
2011-01-22	2053	745.00
2011-01-22	2056	555.00
2011-01-22	2064	545.00
2011-01-23	2039	745.00
2011-01-23	2045	665.00
2011-01-23	2060	575.00
2011-01-23	2071	100.00
2011-01-23	2072	100.00
2011-01-23	2076	545.00
2011-01-23	2079	575.00
2011-01-23	2089	605.00
2011-01-23	2090	725.00
2011-01-23	2098	150.00
2011-01-23	2104	595.00
2011-01-23	2117	575.00
2011-01-23	2118	605.00
2011-01-23	2124	217.24
2011-01-23	2125	785.00
2011-01-23	2140	605.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-23	2146	104.10
2011-01-23	2152	685.00
2011-01-23	2156	110.64
2011-01-23	2158	150.00
2011-01-24	2131	100.00
2011-01-24	2162	535.00
2011-01-24	2175	665.00
2011-01-24	2189	226.38
2011-01-24	2197	855.00
2011-01-24	2202	675.00
2011-01-24	2206	545.00
2011-01-24	2211	715.00
2011-01-24	2212	100.00
2011-01-24	2223	765.00
2011-01-24	2237	705.00
2011-01-24	2240	645.00
2011-01-24	2241	150.00
2011-01-24	2247	765.00
2011-01-24	2264	645.00
2011-01-25	2249	85.03
2011-01-25	2262	695.00
2011-01-25	2271	98.34
2011-01-25	2275	825.00
2011-01-25	2284	695.00
2011-01-25	2287	100.00
2011-01-25	2288	555.00
2011-01-25	2294	86.41
2011-01-25	2297	289.06
2011-01-25	2301	755.00
2011-01-25	2309	595.00
2011-01-25	2312	356.41
2011-01-25	2314	150.00
2011-01-25	2320	341.42
2011-01-25	2334	705.00
2011-01-25	2340	150.00
2011-01-26	2323	455.29
2011-01-26	2326	875.00
2011-01-26	2347	20.00
2011-01-26	2356	150.00
2011-01-26	2359	705.00
2011-01-26	2361	565.00
2011-01-26	2362	545.00
2011-01-26	2369	83.39
2011-01-26	2386	745.00
2011-01-26	2394	120.88
2011-01-26	2400	625.00
2011-01-26	2405	545.00
2011-01-26	2408	695.00
2011-01-26	2426	87.37
2011-01-27	2416	725.00
2011-01-27	2419	100.00

ESCAMBIA COUNTY EMS
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Trip Date	Run #	Due
2011-01-27	2423	199.50
2011-01-27	2437	535.00
2011-01-27	2461	141.00
2011-01-27	2482	725.00
2011-01-27	2489	200.00
2011-01-27	2495	545.00
2011-01-27	2498	715.00
2011-01-27	2510	575.00
2011-01-27	2511	625.00
2011-01-27	2527	565.00
2011-01-27	2528	595.00
2011-01-27	2532	71.74
2011-01-27	2540	695.00
2011-01-28	2514	575.00
2011-01-28	2524	200.00
2011-01-28	2541	150.00
2011-01-28	2551	845.00
2011-01-28	2554	370.46
2011-01-28	2557	535.00
2011-01-28	2560	20.00
2011-01-28	2566	785.00
2011-01-28	2570	555.00
2011-01-28	2574	200.00
2011-01-28	2598	695.00
2011-01-28	2602	765.00
2011-01-28	2603	775.00
2011-01-28	2606	175.50
2011-01-28	2611	625.00
2011-01-28	2612	575.00
2011-01-28	2613	535.00
2011-01-28	2619	745.00
2011-01-28	2650	86.13
2011-01-28	2651	735.00
2011-01-28	2758	715.00
2011-01-29	2623	80.51
2011-01-29	2643	805.00
2011-01-29	2645	150.00
2011-01-29	2646	845.00
2011-01-29	2647	625.00
2011-01-29	2656	545.00
2011-01-29	2657	625.00
2011-01-29	2674	595.00
2011-01-29	2675	705.00
2011-01-29	2677	585.00
2011-01-29	2682	90.11
2011-01-29	2729	705.00
2011-01-29	2739	785.00
2011-01-29	2740	585.00
2011-01-29	2741	595.00
2011-01-29	2746	725.00
2011-01-29	2750	555.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-01-30	2711	755.00
2011-01-30	2725	85.31
2011-01-30	2770	100.00
2011-01-30	2778	665.00
2011-01-30	2779	675.00
2011-01-30	2789	575.00
2011-01-30	2793	585.00
2011-01-30	2810	745.00
2011-01-30	2812	695.00
2011-01-30	2835	625.00
2011-01-30	3564	715.00
2011-01-31	2822	610.00
2011-01-31	2823	735.00
2011-01-31	2824	675.00
2011-01-31	2826	585.00
2011-01-31	2836	89.55
2011-01-31	2848	275.00
2011-01-31	2849	805.00
2011-01-31	2865	80.64
2011-01-31	2873	85.45
2011-01-31	2881	100.00
2011-01-31	2884	150.00
2011-01-31	2887	55.62
2011-01-31	2890	685.00
2011-01-31	2891	735.00
2011-01-31	2893	735.00
2011-01-31	2900	575.00
2011-01-31	2907	665.00
2011-01-31	3106	895.00
2011-02-01	2913	735.00
2011-02-01	2917	635.00
2011-02-01	2922	76.54
2011-02-01	2928	248.48
2011-02-01	2938	785.00
2011-02-01	2942	481.13
2011-02-01	2943	785.00
2011-02-01	2956	655.00
2011-02-01	2957	80.64
2011-02-01	2959	735.00
2011-02-01	2960	559.00
2011-02-01	2967	90.00
2011-02-01	2973	675.00
2011-02-01	2978	183.00
2011-02-01	2979	60.00
2011-02-01	2980	82.98
2011-02-01	2983	100.00
2011-02-01	3003	615.00
2011-02-01	3009	775.00
2011-02-02	3005	810.00
2011-02-02	3013	565.00
2011-02-02	3025	575.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-02-02	3029	20.00
2011-02-02	3030	755.00
2011-02-02	3031	755.00
2011-02-02	3034	575.00
2011-02-02	3045	615.00
2011-02-02	3048	150.00
2011-02-02	3049	685.00
2011-02-02	3059	675.00
2011-02-02	3070	555.00
2011-02-02	3082	545.00
2011-02-02	3087	83.80
2011-02-02	3088	150.00
2011-02-02	3096	615.00
2011-02-03	3085	780.00
2011-02-03	3100	83.39
2011-02-03	3124	645.00
2011-02-03	3136	545.00
2011-02-03	3137	725.00
2011-02-03	3151	535.00
2011-02-03	3155	150.00
2011-02-03	3177	625.00
2011-02-03	3192	725.00
2011-02-04	3168	685.00
2011-02-04	3169	705.00
2011-02-04	3174	755.00
2011-02-04	3181	82.29
2011-02-04	3190	605.00
2011-02-04	3194	795.00
2011-02-04	3198	655.00
2011-02-04	3199	665.00
2011-02-04	3202	645.00
2011-02-04	3205	88.46
2011-02-04	3212	725.00
2011-02-04	3218	605.00
2011-02-04	3227	655.00
2011-02-04	3230	580.00
2011-02-04	3232	277.20
2011-02-04	3253	755.00
2011-02-04	3256	535.00
2011-02-04	3264	765.00
2011-02-04	3265	805.00
2011-02-04	3280	410.00
2011-02-05	3258	715.00
2011-02-05	3263	685.00
2011-02-05	3266	765.00
2011-02-05	3271	100.00
2011-02-05	3277	815.00
2011-02-05	3285	745.00
2011-02-05	3292	795.00
2011-02-05	3296	565.00
2011-02-05	3299	135.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-02-05	3301	725.00
2011-02-05	3313	565.00
2011-02-05	3332	545.00
2011-02-05	3340	735.00
2011-02-05	3363	605.00
2011-02-05	3364	575.00
2011-02-06	3342	595.00
2011-02-06	3344	595.00
2011-02-06	3368	965.00
2011-02-06	3381	705.00
2011-02-06	3382	865.00
2011-02-06	3392	75.58
2011-02-06	3409	715.00
2011-02-06	3413	785.00
2011-02-06	3416	625.00
2011-02-06	3418	765.00
2011-02-06	3428	575.00
2011-02-06	3434	635.00
2011-02-06	3456	745.00
2011-02-06	3649	695.00
2011-02-07	3445	645.00
2011-02-07	3446	675.00
2011-02-07	3449	685.00
2011-02-07	3450	565.00
2011-02-07	3464	535.00
2011-02-07	3469	655.00
2011-02-07	3473	535.00
2011-02-07	3480	565.00
2011-02-07	3483	565.00
2011-02-07	3497	80.00
2011-02-07	3499	605.00
2011-02-07	3513	243.10
2011-02-07	3520	715.00
2011-02-07	3521	715.00
2011-02-07	3529	565.00
2011-02-07	3539	565.00
2011-02-07	3547	755.00
2011-02-08	3541	755.00
2011-02-08	3557	150.00
2011-02-08	3566	815.00
2011-02-08	3579	805.00
2011-02-08	3583	715.00
2011-02-08	3590	605.00
2011-02-08	3595	635.00
2011-02-08	3597	635.00
2011-02-08	3601	535.00
2011-02-08	3602	555.00
2011-02-08	3605	98.57
2011-02-08	3644	555.00
2011-02-08	3645	715.00
2011-02-09	3620	675.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-02-09	3663	545.00
2011-02-09	3683	665.00
2011-02-09	3687	625.00
2011-02-09	3694	725.00
2011-02-09	3698	705.00
2011-02-09	3702	725.00
2011-02-09	3705	605.00
2011-02-09	3709	785.00
2011-02-09	3716	645.00
2011-02-09	3722	715.00
2011-02-09	3724	715.00
2011-02-09	3732	535.00
2011-02-09	3734	625.00
2011-02-09	3745	87.78
2011-02-09	3748	645.00
2011-02-09	3750	645.00
2011-02-10	3727	200.00
2011-02-10	3728	675.00
2011-02-10	3754	625.00
2011-02-10	3759	585.00
2011-02-10	3762	490.00
2011-02-10	3770	177.93
2011-02-10	3777	725.00
2011-02-10	3779	685.00
2011-02-10	3796	575.00
2011-02-10	3801	725.00
2011-02-10	3817	417.39
2011-02-11	3806	110.00
2011-02-11	3825	565.00
2011-02-11	3826	150.00
2011-02-11	3829	695.00
2011-02-11	3854	150.00
2011-02-11	3857	565.00
2011-02-11	3858	595.00
2011-02-11	3861	150.00
2011-02-11	3864	605.00
2011-02-11	3866	440.00
2011-02-11	3876	715.00
2011-02-11	3888	545.00
2011-02-11	3890	150.00
2011-02-11	3893	755.00
2011-02-11	3901	715.00
2011-02-11	3921	595.00
2011-02-12	3912	655.00
2011-02-12	3938	605.00
2011-02-12	3984	770.00
2011-02-12	3986	735.00
2011-02-12	3987	635.00
2011-02-12	3992	585.00
2011-02-12	4005	615.00
2011-02-12	4028	575.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-02-12	4102	725.00
2011-02-13	3996	545.00
2011-02-13	4009	775.00
2011-02-13	4011	655.00
2011-02-13	4048	635.00
2011-02-13	4049	895.00
2011-02-13	4057	75.85
2011-02-13	4066	705.00
2011-02-13	4083	705.00
2011-02-13	4085	595.00
2011-02-13	4094	585.00
2011-02-14	4090	575.00
2011-02-14	4109	715.00
2011-02-14	4120	150.00
2011-02-14	4124	795.00
2011-02-14	4140	92.72
2011-02-14	4149	705.00
2011-02-14	4162	545.00
2011-02-14	4170	705.00
2011-02-14	4179	44.55
2011-02-14	4199	575.00
2011-02-14	4218	725.00
2011-02-15	4192	615.00
2011-02-15	4202	150.00
2011-02-15	4209	545.00
2011-02-15	4216	565.00
2011-02-15	4221	655.00
2011-02-15	4223	605.00
2011-02-15	4227	705.00
2011-02-15	4230	545.00
2011-02-15	4236	213.26
2011-02-15	4237	825.00
2011-02-15	4255	575.00
2011-02-15	4260	735.00
2011-02-15	4287	80.51
2011-02-15	4289	665.00
2011-02-15	4302	665.00
2011-02-15	4309	595.00
2011-02-15	4313	675.00
2011-02-15	4326	615.00
2011-02-15	4332	705.00
2011-02-16	4293	765.00
2011-02-16	4328	605.00
2011-02-16	4350	795.00
2011-02-16	4352	695.00
2011-02-16	4364	655.00
2011-02-16	4374	745.00
2011-02-16	4375	595.00
2011-02-16	4379	615.00
2011-02-16	4388	555.00
2011-02-16	4389	705.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-02-16	4397	150.00
2011-02-16	4410	695.00
2011-02-16	4415	301.62
2011-02-16	4427	545.00
2011-02-16	4437	615.00
2011-02-17	4416	565.00
2011-02-17	4448	735.00
2011-02-17	4457	925.00
2011-02-17	4467	20.00
2011-02-17	4473	585.00
2011-02-17	4509	545.00
2011-02-17	4511	545.00
2011-02-17	4515	555.00
2011-02-18	4537	535.00
2011-02-18	4540	561.00
2011-02-18	4547	82.70
2011-02-18	4548	485.00
2011-02-18	4561	905.00
2011-02-18	4563	546.20
2011-02-18	4564	645.00
2011-02-18	4595	595.00
2011-02-18	4604	625.00
2011-02-18	4613	645.00
2011-02-18	4617	595.00
2011-02-18	4625	715.00
2011-02-18	4627	685.00
2011-02-19	4606	760.00
2011-02-19	4621	695.00
2011-02-19	4686	545.00
2011-02-19	4691	136.00
2011-02-20	4753	150.00
2011-02-20	4776	605.00
2011-02-20	4802	685.00
2011-02-22	4902	565.00
2011-02-22	4903	685.00
2011-02-24	5147	685.00
2011-02-24	5193	150.00
2011-02-25	5195	665.00
2011-02-25	5224	745.00
2011-02-25	5248	595.00
2011-02-25	5282	150.00
2011-02-25	5319	555.00
2011-02-26	5315	585.00
2011-02-26	5320	745.00
2011-02-26	5412	69.95
2011-02-27	5416	555.00
2011-03-01	5626	565.00
2011-03-01	5694	725.00
2011-03-01	5708	605.00
2011-03-01	5737	625.00
2011-03-02	5807	545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2011 Write-Off

Trip Date	Run #	Due
2011-03-03	5906	605.00
2011-03-03	5925	545.00
2011-03-04	5921	535.00
2011-03-04	5958	565.00
2011-03-04	5982	615.00
2011-03-04	5983	705.00
2011-03-05	6050	125.00
2011-03-05	6081	535.00
2011-03-08	6321	615.00
2011-03-10	6512	715.00
2011-03-11	6626	545.00
2011-03-12	6753	745.00
2011-03-12	6775	645.00
2011-03-13	6835	775.00
2011-03-16	7130	555.00
2011-03-18	7336	565.00
2011-03-21	7763	595.00
2011-03-23	7810	675.00
2011-03-23	7829	605.00
2011-03-24	7982	695.00
2011-03-25	7998	735.00
2011-03-26	8167	725.00
2011-03-29	8422	795.00
2011-03-29	8493	635.00
2011-03-30	8539	760.00
2011-04-02	8864	735.00
2011-04-05	9134	765.00
2011-04-16	10286	535.00
2011-04-24	11133	785.00
2011-04-25	11192	665.00
2011-04-25	11196	545.00
2011-04-29	11630	725.00
2011-04-30	11654	755.00
2011-05-02	11919	795.00
2011-05-04	12069	705.00
2011-05-07	12342	770.00
2011-05-09	12537	545.00
2011-05-14	13069	685.00
2011-05-16	13250	545.00
2011-05-20	13597	655.00
Total Requested BDWO Balance:	\$	1,309,506.35
Total # of Claims:	2,844	

gc 10-7-11



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-1605 **Clerk & Comptroller's Report Item #: 12. 3.**

BCC Regular Meeting

Meeting Date: 10/20/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. A copy of *Resolution No. 757, Adoption of Fiscal Year 2011-2012 Budget*, as provided by N. Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on September 28, 2011;

B. The letter, dated August 1, 2011, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the Northwest Florida Water Management District's Standard Format Tentative Budget Submission, including information for the preceding Fiscal Year, the current Fiscal Year, and proposed amounts for upcoming Fiscal Year is available and can be viewed on the District's website at <http://nwfwmd.state.fl.us/bifinance.html>, received in the Clerk to the Board's Office on September 30, 2011;

C. Copies of the *Oaths of Office* for Escambia County Health Facilities Authority Members Arthur J. Hall, Jr., who was appointed to a four-year term, effective August 22, 2011, to August 21, 2015, and Janice P. Gilley, who was appointed to a four-year term, effective September 28, 2011, to August 21, 2015, as provided by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority, and received in the Clerk to the Board's Office on September 28, 2011;

D. The following two documents received in the Clerk to the Board's Office on September 27, 2011:

(1) The *Escambia/Pensacola SHIP Program Annual Report (July 1, 2010 - June 30, 2011)*, based on the Board's April 19, 2007, action regarding the Escambia/Pensacola 2008-2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan; and

(2) The *Escambia/Pensacola HHR Program Annual Report (July 1, 2010 - June 30, 2011)*, based on the Board's July 7, 2005, action regarding the Escambia/Pensacola Hurricane Housing

Recovery Assistance Plan/Hurricane Housing Recovery (HHR) Funds; and

E. The two certified affidavits establishing proof of publication for the County Commission District Boundaries, in accordance with Section 124.02, Florida Statutes, advertised in the Pensacola News Journal on September 10 and 17, 2011, and received in the Clerk to the Board's on September 15, 2011, and September 28, 2011.

Attachments

CR I-3



Douglas E. Barr
Executive Director

Northwest Florida Water Management District

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

(850) 539-5999 • (Fax) 539-2777

September 23, 2011

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

Dear Sir/Madam:

The enclosed budget and Resolution are provided to you in accordance with the provisions of Florida Statutes Section 373.536(6)(a).

If you have any questions or need additional information, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting at (850) 539-5999.

Sincerely,

N. Jean Whitten
Director, Division of Administration

NJW/ab

Enclosures

2011 SEP 28 A 10:40
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL

GEORGE ROBERTS
Chair
Panama City

PHILIP K. McMILLAN
Vice Chair
Blountstown

STEVE GHAZVINI
Secretary/Treasurer
Tallahassee

PETER ANTONACCI
Tallahassee

STEPHANIE BLOYD
Panama City Beach

JOYCE ESTES
Eastpoint

TIM NORRIS
Santa Rosa Beach

JERRY PATE
Pensacola

RALPH RISH
Port St. Joe



Douglas E. Barr
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712

(U.S. Highway 90, 10 miles west of Tallahassee)

(850) 539-5999 • (Fax) 539-2777

RESOLUTION NO. 757

ADOPTION OF FISCAL YEAR 2011-2012 BUDGET

WHEREAS, the Florida Legislature created the Northwest Florida Water Management District under Chapter 373, Florida Statutes; and

WHEREAS, the ensuing 2011-2012 fiscal year of the Northwest Florida Water Management District shall extend from October 1, 2011 through September 30, 2012; and

WHEREAS, the Northwest Florida Water Management District is authorized by Chapter 373, Florida Statutes, to adopt a budget in accordance with the provisions of Section 200.065, Florida Statutes; and

WHEREAS, programs and projects which are of District benefit will be supported with ad valorem tax revenues and other funding sources as reflected in the (one hundred sixteen million two hundred twenty-nine thousand five dollar) fiscal year 2011-2012 budget.

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District, that the District hereby adopts the fiscal year 2011-2012 budget for the District covering its proposed operations for the fiscal year.

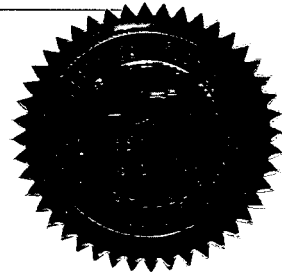
BE IT FURTHER RESOLVED that, by adoption of the fiscal year 2011-2012 budget, the District shall use available resources to initiate and support projects of local or District significance as needed, requested or required throughout the District as determined by the District's Governing Board.

DULY ADOPTED at a public hearing this 22nd day of September, 2011, A.D.

Time Adopted 5:11 PM

The Governing Board of the
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

George Roberts, Chair



ATTEST:

Douglas E. Barr, Acting Secretary/Treasurer

GEORGE ROBERTS
Chair
Panama City

PHILIP K. McMILLAN
Vice Chair
Blountstown

GUS ANDREWS
Defuniak Springs

PETER ANTONACCI
Tallahassee

STEPHANIE BLOYD
Panama City Beach

JOYCE ESTES
Eastpoint

JERRY PATE
Pensacola

NICK PATRONIS
Panama City Beach

RALPH RISH
Port St Joe

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 AMENDED PROPOSED BUDGET
 FISCAL YEAR 2011-2012
 EFFECTIVE OCTOBER 1, 2011
 SUMMARY OF REVENUE BY FUND**

Fund	<u>COMBINED BUDGETS</u>		
	FY 2010-2011 Amended 05/01/11	Increase (Decrease)	FY 2011-2012 Amended Proposed
FUND NO. 1 General Fund	53,132,467	(2,504,883)	50,627,584
FUND NO. 2 SWIM (Surface Water Improvement/Management) Fund	6,365,230	(3,534,411)	2,830,819
FUND NO. 3 Lands Fees Fund	9,470,954	369,938	9,840,892
FUND NO. 6 Capital Improvement and Lands Acquisition Fund	20,270,306	(9,356,232)	10,914,074
FUND NO. 10 Special Projects Fund	11,441,467	(4,962,685)	6,478,782
FUND NO. 11 Lands Management Fund	9,006,912	(2,539,645)	6,467,267
FUND NO. 12 Regulation Fund	8,127,327	(875,032)	7,252,295
FUND NO. 13 DOT Mitigation Fund	16,013,968	5,803,324	21,817,292
TOTAL all Funds	<u>133,828,631</u>	<u>(17,599,626)</u>	<u>116,229,005</u>

Fund Types, Sources and Uses

The General Fund is the District's primary operating fund. It accounts for all financial resources of the District except those required to **General Fund** - General operations, administrative activities and all mandated and/or authorized projects and activities which have no dedicated funding source.

Special Revenue Funds account for revenue sources that are legally restricted to expenditures for specific purposes.

Regulation Fund - All regulatory permitting, licensing and enforcement activities.

SWIM Fund - Surface water improvement and management activities.

Lands Fee Fund - Provides funds from timber sales and other revenues generated from District owned lands which may be transferred to other Lands division funds and used only for land acquisitions, land management activities or capital improvements on District owned lands.

Special Projects Fund - All resource management special projects and activities funded through dedicated funding sources from state or federal grants and/or contracts with state, federal or local government entities or water utility authorities.

Lands Management Fund - Land management activities conducted on District owned lands. The Water Management Lands Trust Fund provides the primary funding source for District land management activities. Revenues for preliminary land preacquisition and capital improvements activities may come from the Water Management Lands Trust Fund.

Capital Improvement & Lands Acquisition Fund - Accounts for the acquisition of fixed assets or construction of major capital projects. The District has one capital projects fund, the Capital Improvement & Lands Acquisition Fund. Revenues for land acquisitions and capital construction improvements are derived from state bonds issued under the Florida Forever Fund and District land acquisition funds invested with the State Board of Administration (SBA) or other authorized public depository accruing investment earnings.

DOT Mitigation Fund - All District mitigation projects and activities funded through the Department of Transportation and through other public and/or private funding sources, and through the sale of mitigation credits.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 AMENDED PROPOSED BUDGET
 FISCAL YEAR 2011-2012
 EFFECTIVE OCTOBER 1, 2011
 ESTIMATED REVENUE, INTERFUND TRANSFERS AND CASH BALANCE**

Class Code	Description	FY 2010-2011 Amended 05/01/11	Increase (Decrease)	FY 2011-2012 Amended Proposed
400000	AD VALOREM TAX Ad Valorem Taxes, .045 Mill	3,954,369	(582,554)	3,371,815
411002	FEDERAL DEP DEP - Ambient Monitoring (05-064)	187,554	114,586	302,140
411007	DEP Grant	117,168	(117,168)	-
413002	FEDERAL DOT Efficient Transportation Decision Making Program (ETDM)	112,521	219	112,740
415007	FEDERAL FEMA FEMA Map Modernization FY 06	1,954,331	(1,954,331)	-
415008	FEMA Map Modernization, MAS 4	137,208	(137,208)	-
415010	FEMA MAP MOD MAS 5 (08-040)	1,011,556	(446,391)	565,165
415011	FEMA MMMS FY 08	643	-	643
415012	FEMA Map Mod Mas 6 (EMA-2009-CA-5937)	484,595	(484,595)	-
415013	FEMA Map Act	-	2,664,720	2,664,720
415014	FEMA Risk Map FY 10/11	907,987	337,924	1,245,911
415015	FEMA Emergency Mgmt Monitoring Grant	307,973	(109,870)	198,103
420001	STATE TRUST FUND - WATER MANAGEMENT LANDS TF WML Trust Fund (RWSP & Water Resource Development)	5,616,281	(4,791,371)	824,910
420001	WML Trust Fund (Lands Mgmt)	7,895,259	(3,415,968)	4,479,291
420001	WML Trust Fund (SWIM)	2,765,606	(1,708,404)	1,057,202
420001	WML Trust Fund (Acq/Aprsl Costs)	279,473	(77,459)	202,014
420002	WMLTF - Payment in Lieu of Taxes	107,850	800	108,650
420003	WMLTF - Operations	1,044,926	(1,044,926)	-
420004	WMLTF - Wetlands Appropriation	300,000	-	300,000
420005	WMLTF - Environmental Resource Permitting	3,040,000	(3,040,000)	-
420006	WMLTF - Potable Wells	60,000	-	60,000
421001	OTHER STATE FUNDS DEP - Florida Forever - Land Acquisitions	-	-	-
421002	DEP - Florida Forever - Capital Improvements Projects	4,735,500	(3,359,397)	1,376,103
422001	DEP - Water Protection and Sustainability TF (SWIM)	-	250,234	250,234
422002	DEP - Water Protection and Sustainability TF	5,892,867	(422,867)	5,470,000
423005	Ecosystem Management Trust Fund (SWIM)	3,599,624	(2,076,241)	1,523,383
424001	DOT - Mitigation Agreement	12,207,266	8,031,417	20,238,683

Class Code	Description	FY 2010-2011 Amended 05/01/11	Increase (Decrease)	FY 2011-2012 Amended Proposed
433001	DOS - Archaeological Research Grant	25,548	(548)	25,000
434001	DEP - Florida Springs Initiative	89,811	-	89,811
434005	Sale of Mitigation Credits	2,228,093	(2,228,093)	-
LOCAL REVENUES				
440001	Tallahassee/Leon Co. Stormwater Monitoring	125,949	(2,029)	123,920
440002	Bay Co. Stormwater Monitoring	12,233	396	12,629
440003	Bay Co. Deer Point Watershed	36,959	1,596	38,555
PERMIT FEES				
450002	Well Construction Permits (Rule 40A-3)	250,000	(50,000)	200,000
450003	Consumptive Use Permits (Rule 40A-2)	60,000	-	60,000
450004	Water Storage Permit Applications (Rule 40A-4)	6,000	-	6,000
450005	Contractors' Licenses and Renewals (Rule 40A-3)	9,000	(7,000)	2,000
450007	Agric/Forestry Surface Water Mgmt Projects (Rule 40A-44)	500	-	500
450012	Environmental Resource Permitting Fees	280,000	(50,000)	230,000
MISCELLANEOUS REVENUES				
460001	Investment Interest Earnings	1,505,365	(748,571)	756,794
461002	Well Construction Violations/Penalties	30,000	-	30,000
461003	Consumptive Use Permitting Violations (Ch. 40A-2, FAC)	20,000	-	20,000
461004	Water Storage Permitting Violations (Ch. 40A-4, FAC)	10,000	-	10,000
461007	Ag/Forestry (Ch. 40A-44) Violations/Penalties	10,000	-	10,000
461009	Environmental Resource Permitting Fines/Penalties	20,000	-	20,000
462007	Timber Sales	1,500,000	500,000	2,000,000
463001	Apiary Leases	1,050	-	1,050
465003	American Forest Grant	25,000	-	25,000
466001	Miscellaneous Receipts	2,000	3,000	5,000
FEDERAL OTHER				
417001	Florida Humanities Council	25,000	(25,000)	-
417003	NOAA Sea Level Rise Grant	74,913	9,622	84,535
417004	Dept. of Defense Conservation Easement	1,800,000	(1,800,000)	-
TOTAL ESTIMATED REVENUE		<u>64,867,978</u>	<u>(16,765,477)</u>	<u>48,102,501</u>

Class Code	Description	FY 2010-2011	Increase (Decrease)	FY 2011-2012
		Amended 05/01/11		Amended Proposed
499001	CASH CARRYOVER:			
	General Fund	41,722,333	-	41,722,333
	Lands Fees Fund / Land management & acquisition	7,819,012	-	7,819,012
	DOT Mitigation Fund	1,178,609	-	1,178,609
	Capital Improvement and Lands Acquisition Fund	3,858,216	-	3,858,216
	Phipps Management Account (<i>Deferred Revenues</i>)	323,203	-	323,203
	Total Cash Carryover	<u>54,901,373</u>	<u>-</u>	<u>54,901,373</u>
	TOTAL ESTIMATED REVENUE AND CASH BALANCE	<u>119,769,351</u>	<u>(16,765,477)</u>	<u>103,003,874</u>
	INTERFUND TRANSFERS			
	Administrative Indirect and Secondary Fringe:			
	To General Fund From:			
490002	SWIM Fund	895,319	(281,381)	613,938
490006	Capital Improvement and Lands Acquisition Fund	48,053	(20,934)	27,119
490010	Projects Fund	865,948	178,703	1,044,651
490011	Lands Management Trust Fund	770,078	(55,479)	714,599
490012	Regulation Fund	2,613,978	(130,404)	2,483,574
490013	DOT Mitigation Fund	315,463	12,092	327,555
491013	Transfer from DOT Mitigation Fund			
491001	Transfers from General Fund	7,953,112	(203,917)	7,749,195
491003	Transfer from Lands Fee Fund	<u>597,329</u>	<u>(332,829)</u>	<u>264,500</u>
	Total Interfund Transfers	<u>14,059,280</u>	<u>(834,149)</u>	<u>13,225,131</u>
	TOTAL ESTIMATED REVENUE, CASH BALANCE AND INTERFUND TRANSFERS	<u><u>133,828,631</u></u>	<u><u>(17,599,626)</u></u>	<u><u>116,229,005</u></u>

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 AMENDED PROPOSED BUDGET
 FISCAL YEAR 2011-2012
 EFFECTIVE OCTOBER 1, 2011
 SUMMARY BY BUDGET CATEGORY

<u>Budget Category / Description</u>	<u>COMBINED BUDGETS - EXPENDITURES</u>		
	FY 2010-2011 Amended 05/01/11	Increase (Decrease)	FY 2011-2012 Amended Proposed
Salaries: This includes staff positions; full-time contractual; part-time contractual; hourly employees; part-time student aides, assistantships and interns.	6,793,252	(480,981)	6,312,271
Benefits: This includes FICA matching costs; Florida retirement non-matching contributions; group health and life insurance; long-term disability insurance; workers compensation insurance and unemployment compensation insurance.	2,822,144	(383,530)	2,438,614
Professional Services: This includes legal counsel; engineering services; environmental services; financial consultants; auditors; Inspector General; surveyor and appraisal services; construction; management and planning services; drilling and soil analysis; housekeeping and security services.	25,673,766	(10,764,692)	14,909,074
Operating Expenses, Services: This includes Board and staff travel; communications; postage and freight; utilities; equipment rentals and leases; building rentals and leases; insurance; repairs and maintenance of buildings and equipment; legal and classified advertising; tax collectors' and property appraisers' fees; education and training; and other services and obligations.	2,094,602	(129,390)	1,965,212
Operating Expenses, Commodities: This includes office and computer supplies and non-OCO equipment; audiovisual; maps and aerial photography; vehicle, watercraft, shop, field and technical, buildings and grounds, and other operating supplies; non capitalized equipment; books; software; publications and memberships, etc.	2,858,526	(295,700)	2,562,826
Capital Outlay:			
Land Acquisition	9,973,109	(3,423,290)	6,549,819
Building Improvements	1,411,122	(1,371,122)	40,000
Improvements Other than Buildings	1,532,500	(1,157,500)	375,000
Non-OCO Capital Outlay	118,500	(57,500)	61,000
Operating Capital Outlay (vehicles, watercraft and equipment)	1,227,750	(482,700)	745,050
Total Capital Outlay	14,262,981	(6,492,112)	7,770,869
Grants and Aids:			
Local Governments/Utilities	15,360,415	(410,312)	14,950,103
Total Expenditures	69,865,686	(18,956,717)	50,908,969
Other:			
Interfund Transfers	14,059,280	(834,149)	13,225,131
Reserves (restricted; unrestricted; and designated)	49,903,665	2,191,240	52,094,905
Total - All Categories	133,828,631	(17,599,626)	116,229,005



Douglas E. Barr
Executive Director

Northwest Florida Water Management District

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

(850) 539-5999 • (Fax) 539-2777

August 1, 2011

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

Dear Sir/Madam:

In accordance with the provisions of Section 373.536(5)(c), Florida Statutes, the Northwest Florida Water Management District's Standard Format Tentative Budget Submission including information for the preceding fiscal year, the current fiscal year and proposed amounts for the upcoming fiscal year is now available. This report may be viewed on the District's web site at <http://www.nwfwmd.state.fl.us/bizfinance.html>.

If you have any questions regarding this report, please contact me at (850) 539-5999.

Sincerely,

Jean Whitten
Director, Division of Administration

JW/ab

Enclosure

2011 SEP 30 A 10:30
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
LESLIE H. HARRIS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

GEORGE ROBERTS
Chair
Panama City

PHILIP K. McMILLAN
Vice Chair
Blountstown

STEVE GHAZVINI
Secretary/Treasurer
Tallahassee

PETER ANTONACCI
Tallahassee

STEPHANIE BLOYD
Panama City Beach

JOYCE ESTES
Eastpoint

TIM NORRIS
Santa Rosa Beach

JERRY PATE
Pensacola

RALPH RISH
Port St. Joe

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

September 28, 2011

Hon. Ernie Lee Magaha
Escambia County Clerk of Court
& Comptroller
Attn: Doris Harris
221 Palafox Place Room 130
Pensacola, FL 32502

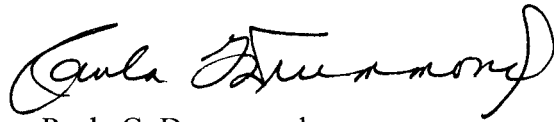
Re: Oaths of Office for Board Members Hall & Gilley

Dear Mr. Magaha:

Enclosed for your records are copies of the Oaths of Office for the two new Health Facilities Authority Board Members: Arthur J. Hall, Jr. and Janice P. Gilley. The originals have been filed with the Florida Department of State, Division of Elections, as required by law.

Please let me know if you need any additional information.

Sincerely yours,



Paula G. Drummond
Executive Director

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
GD
2011 SEP 28 PM 4:09
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

OATH OF OFFICE

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

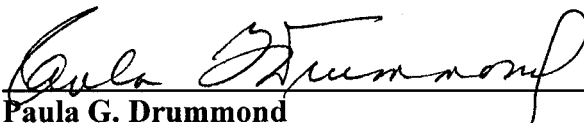


Janice P. Gilley

The foregoing was acknowledged before me on this 28th day of September, 2011 by Janice P. Gilley who is personally known to me and who did take an oath.



PAULA G. DRUMMOND
MY COMMISSION # DD 889726
EXPIRES: September 6, 2013
Bonded Thru Budget Notary Services



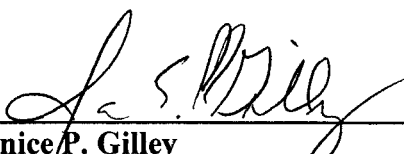
Paula G. Drummond
My Commission Expires: 9/06/2013

* * * *

Florida Department of State
Division of Elections
Tallahassee, FL

Hon. Ernie Lee Magaha
Clerk of Court for Escambia County, FL
Pensacola, FL

By my signature affixed hereto on this 28th day of September, 2011, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing September 28, 2011 to August 21, 2015. The above is the oath taken by me.



Janice P. Gilley
Director of Governmental Relations
University of West Florida
11000 University Parkway
Pensacola, FL 32514

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

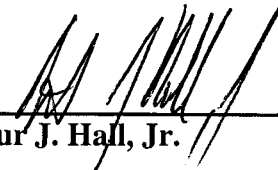
Mailing Address:
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Pensacola, FL 32513-2667

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(850) 433-8845 fax

OATH OF OFFICE

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

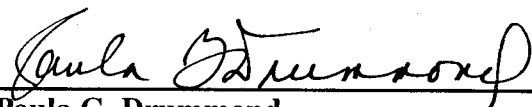


Arthur J. Hall, Jr.

The foregoing was acknowledged before me on this 20th day of September, 2011 by Arthur J. Hall, Jr. who is personally known to me and who did take an oath.



PAULA G. DRUMMOND
MY COMMISSION # DD 889726
EXPIRES: September 6, 2013
Bonded Thru Budget Notary Services



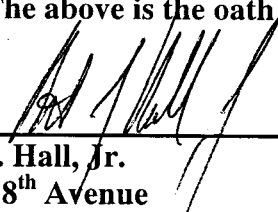
Paula G. Drummond
My Commission Expires: 9/06/2013

* * * *

Florida Department of State
Division of Elections
Tallahassee, FL

Hon. Ernie Lee Magaha
Clerk of Court for Escambia County, FL
Pensacola, FL

By my signature affixed hereto on this 20th day of September, 2011, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2011 to August 21, 2015. The above is the oath taken by me.



Arthur J. Hall, Jr.
3350 N. 18th Avenue
Pensacola, FL 32503



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 09-22-2011

TO: Doris Harris, Deputy Clerk

BCC: 04-19-2007 and 7/7/2005

CAR II-1 2010/2011 State Housing Initiatives Partnership Program and
 + Hurricane Housing Recovery Program Annual Reports
CAR II-36

Please Initial and Date
Below on Line Provided

Shirley Gafford 9/22/11

Shirley Gafford, Executive Assistant, County Administration

Attached is one original of each of the above-listed Annual Reports for filing with the Board's Minutes.

Thank you.

dch

Doris Harris, Deputy Clerk

2011 SEP 27 A 9:57
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL

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

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-6. Approval of Various Consent Agenda Items

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving various Consent Agenda Items 1 through 6, as follows:

1818

1. Taking the following action regarding the Escambia/Pensacola 2008–2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:

1818

[Click here and go to Pages 38-86 to view the SHIP Program Annual Report \(July 1, 2008- June 30, 2009\)](#)

- A. Approving (*to adopt*) a Resolution (2007-88) adopting the Escambia/Pensacola 2008-2010 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications as recommended by the Board-appointed Escambia/Pensacola Local Housing Partnership; projected SHIP funding for each year of the three-year Plan period is: 2008 – \$2,879,133; 2009 – \$2,879,133; and 2010 – \$2,879,133, including estimated program income;
- B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola, providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
- C. Authorizing the Chairman and/or County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Program Plan and all related activities; and
- D. Authorizing the Office of the Clerk of the Circuit Court to record the *Interlocal Agreement* in the Official Records of Escambia County.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-47. Approval of Various Consent Agenda Items – Continued

35. Continued...

B. Approving the commercial Facade, Landscape and Infrastructure Grant Program Lien Agreement for the property located at 314 S. Navy Boulevard, Pensacola, Florida, in the amount of \$7,569; and

C. Authorizing the Chairman to execute the Funding Agreement and the Lien Agreement between Escambia County NESD/CRA and Carco Properties, Inc., and any other related documents necessary to implement this Grant Award.

36. Taking the following action regarding the Escambia/Pensacola Hurricane Housing Recovery Assistance Plan:

2101

A. Approving (*adopting*) a Resolution adopting the Escambia/Pensacola Hurricane Housing Recovery Assistance Plan, outlining the utilization of \$23,816,315 in Hurricane Housing Recovery (HHR) Program funds for eligible affordable housing strategies, specifying eligibility and beneficiary definitions, establishing maximum HHR award and set-aside limitations, denoting HHR fiscal and administrative provisions, establishing annual program service delivery goals which support the Escambia County Long Term Recovery Plan, and required HHR Program Certifications as reviewed by the Escambia/Pensacola Local Housing Partnership;

B. Approving the HHR Program Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola Hurricane Housing Recovery Program and the Escambia/Pensacola Hurricane Housing Recovery Assistance Plan;

C. Authorizing the Chairman and/or County Administrator, as appropriate, to execute all documents required to submit, receive and implement the HHR Program and the Plan, in accordance with rules established by Florida Housing Finance Corporation (FHFC); and

D. Authorizing the Office of the Clerk of the Circuit Court to record the Interlocal Agreement in the Official Records of Escambia County.





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-1638 **Clerk & Comptroller's Report** **Item #: 12. 4.**
BCC Regular Meeting
Meeting Date: 10/20/2011
Issue: Ratification of Changes to Supplemental Budget Amendment Resolution
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Ratification of Changes to Supplemental Budget Amendment #2

That the Board ratify the Management and Budget Services Department's changes to the Resolution approving Supplemental Budget Amendment #2, adopted by the Board on October 6, 2011, to reflect the actual Grant amount of \$2,391,358.

Background:

On October 6, 2011, the Board adopted the Resolution approving Supplemental Budget Amendment (SBA) #2, 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. The Grants were less than anticipated and staff revised the SBA Resolution to reflect the correct amounts.

Attachments

CR I-4

Escambia County
Clerk's Original

10/6/2011 CAR 17-1

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011- 152

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	Account Code	Amount
JAG #2009DJBX1286	110	331250	SH 166,645
COPS Hiring Grant	110	7 331252	SH 1,787,307
Bullet Proof Vest Grant	110	331208	28,069
Gang Stimulus #2009SBB92630	110	331254	SH 508,000
JAG #2010DJBX1487	110	331264	SH 135,000
JAG #2011DJBX0101	110	3312xx 67	173,718
Total			SH \$2,788,739

137,771
1,589,270
360,548
101,982
2,391,358

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/540183 /	58101	SH 166,645
Aids to Governmental Agencies	110/540185 /	58101	SH 1,787,307
Aids to Governmental Agencies	110/540152 /	58101	28,069
Aids to Governmental Agencies	110/540187 /	58101	SH 508,000
Aids to Governmental Agencies	110/540192 /	58101	SH 135,000
Aids to Governmental Agencies	110/5401xx 93	58101	173,718
SH Aids to Gov. Agencies	SH 110/540188	58101	SH 150,148
Total			SA \$2,788,739

137,771
1,589,270
210,400
101,982
2,391,358

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

Debris Harris
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White
Kevin W. White, Chairman

10-6-2011
Adopted

SA 9/22/11
OMB Approved

Date Executed

10/6/2011

Supplemental Budget Amendment
#2

Posted BVP 10/11/11

AK 10-11-11

pb 10/10/11

Cleared 10/11/2011 nac

Date: 10/7/2011 Verified By: *J. Carow*



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-1606 **Clerk & Comptroller's Report** **Item #: 12. 5.**

BCC Regular Meeting

Meeting Date: 10/20/2011
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 Second Budget Public Hearing held September 27, 2011;
- B. Approve the Minutes of the Attorney-Client Session held October 4, 2011;
- C. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the Santa Rosa Island Authority Board held October 4, 2011;
- D. Approve the Minutes of the Regular Board Meeting held October 6, 2011; and
- E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 6, 2011.

Attachments

CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD OCTOBER 6, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:14 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
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

Absent: Commissioner Marie K. Young, District 3

1. FOR INFORMATION: The agenda package for the 5:30 p.m., October 6, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. County Administrator Oliver, Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, Amy Lovoy, Director, Management and Budget Services Department, and Keith Wilkins, Director, Community & Environment Department, reviewed the County Administrator's Report, with comments from Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, regarding Item II-15; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

NAME

DEPARTMENT/AGENCY

1	Felicia Knight Marlow	LED-Extension
2	Wes Moreno	P/W
3	Dee Well	PW FACILITIES M&T
4	Larry Mordeman	P/W
5	Clayton Simon	Purchasing
6	Amy Long	MBS
7	MIKE WEAVER	PS
8	Michael Watts	RISK
9	Jon Jonell	HR
10	Pat Johnson	DSUM
11	Ken Gordon	ECA/T
12	Marilyn Wesley	DCA
13	TERRY GOODWIN	CREEKSIDE OAKS HOA
14	WILLIAM SYLVESTER	CHA
15	Todd Harris	McDonald Flannery
16	Bob Dennis	MBS/Purchasing
17	Sandra Slacy	Env-Enforce
18	Steve Littlejohn	" "
19	Susan Holt	CED/PER/SUM
20	Andy Wickerson	NEFT
21	Keith Wilkins	C+E
22	ANDREW HOLMER	DSD
23	Allyson Cain	DSD
24	LLOYD KERR	DSB
25	D. Long	DSB
26	Dale Baker	DSB
27	Dianne Simpson	Legal Dept.
28	Randy Jacobs	BCC Pnt's
29	W. Back	PW
30	Betsy Bylton	BCC D4

NAME

DEPARTMENT/AGENCY

1	<i>Dean Lichten</i>	BCC-DL
2	<i>Janet [unclear]</i>	PNJ
3	<i>David [unclear]</i>	CAO - atty
4	<i>Charles S. Watson</i>	Solid Waste Dept
5	<i>DAVID Musselton</i>	E.T.
6	<i>Cam Johnson</i>	PID
7	<i>Sonya Daniel</i>	PID
8	<i>Donald's Barber</i>	Citizens
9	<i>Eric Tunstall</i>	Jumboff Productions
10	<i>Charlie Gaveler</i>	ESC GIS Services
11	<i>Barry Newson</i>	ACA
12	<i>Michael Rhodes</i>	P&R
13	<i>Liz Nagy</i>	WEAR
14	<i>Jason Robbins</i>	WEAR
15	<i>Caryl Lively</i>	CAO
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NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk + Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Charles R. Oliver	County Admin.
4	Shirley J. Hafford	CAO
5	KEVIN WHITE	Bcc
6	Wilson ROBERTSON	BCC
7	Fere M. Valiente	BCC
8	Gregor Robinson	BCC
9	Alison Rogers	City Atty
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-995 **Growth Management Report** **Item #: 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/20/2011
Issue: 5:45 p.m. Public Hearing -Comprehensive Plan Amendment-
Chapter 7, "Future Land Use Element"
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

5:45 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 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

CPA-2011-01 Text Amend

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 Economic Opportunity 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.

1 **Section 2. Title of Comprehensive Plan Amendment**

2
3 This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled –
4 "Comprehensive Plan Amendment 2011-01."
5

6 **Section 3. Future Land Use Element**

7
8 Part II, of the Escambia County Code of Ordinances, the Escambia County
9 Comprehensive Plan: 2030, Chapter 7, "Future Land Use Element," Sections 5.4.6 and
10 5.6.1 and all notations, references and information shown thereon is amended as
11 follows (words underlined are additions and words ~~stricken~~ are deletions):
12

13 **OBJ FLU 5.4 Environment**

14
15 FLU 5.4.6 To ensure appropriate identification, protection and management of regionally
16 significant natural resources within the OSP, the following process is established:
17

- 18 1. Regionally significant natural resources, including waterbodies, wetlands,
19 listed species habitat, unique vegetative communities and publicly owned
20 lands acquired for conservation purposes, shall be identified at the long-
21 term master plan level utilizing publicly available data. These resources
22 shall be depicted on the long-term master plan framework map as
23 "Anticipated Conservation Areas."
24
25 2. At the Detailed Specific Area Plan (DSAP) level, Anticipated Conservation
26 Areas shall be subject to further study and refinement. Methods such as
27 photo-interpretation and ground-truthing shall be utilized to verify and,
28 where appropriate, revise Anticipated Conservation Area boundaries.
29 These areas shall be depicted as Low Impact Natural Resource Areas
30 (LINRA) on the DSAP land use map. LINRA designation is intended to
31 identify areas of regionally significant natural resources within the Mid-
32 West Escambia County Sector Plan. It is anticipated that these areas will
33 be subject to further delineation under the State of Florida's Environmental
34 Resource Permit (ERP) program and may be regulated accordingly.
35
36 3. Land within a DSAP and located within areas designated as LINRAs will
37 be evaluated during the development review process for environmental
38 significance. Land uses, densities, and intensities will be that of the
underlying land use plan. However, wetlands and other environmentally

sensitive lands as defined in Section 3.04 will be subject to the relevant requirements of Conservation Policies 1.3.7, 1.3.8 and Conservation Objective 1.4. Lands identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent with Section 704.06, Florida Statutes. 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 1. Identification of the extent and location of natural resources.
- 2
- 3 2. Identification of the environmental opportunities and constraints to
- 4 development within the area.
- 5
- 6 3. Identification of the net usable land area.
- 7
- 8 4. Determination of a maximum development scenario based upon the uses,
- 9 densities and intensities identified in the Conceptual Long-term Build-out
- 10 Overlay.
- 11
- 12 5. A Jobs-to housing balance assessment consistent with policy FLU 5.3.4
- 13 and utilizing a professionally acceptable methodology.
- 14
- 15 6. Identification of public facilities and services available to the area;
- 16 available capacity; potential deficiencies; and an approximation of
- 17 necessary improvements.
- 18

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

33 34 **Section 4. Severability**

35
36 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
37 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
38 affect the validity of the remaining portions of this Ordinance.
39
40
41

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

2
3 It is the intention of the Board of County Commissioners that the provisions of this
4 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
5 the sections, subsections and other provisions of this Ordinance may be renumbered or
6 relettered and the word "ordinance" may be changed to "section," "article," or such other
7 appropriate word or phrase in order to accomplish such intentions.
8

9 **Section 6. Effective Date**

10
11 Pursuant to Section 163.3184(4)(e)5, Florida Statutes, this plan amendment shall go
12 into effect pursuant to the State Land Planning Agency's notice of intent. If timely
13 challenged, this plan amendment will not become effective until the State Land Planning
14 Agency or the Administration Commission enters a final order determining the adopted
15 amendment to be in compliance.
16

17
18 **DONE AND ENACTED** this _____ day of _____, 2011.

19
20 BOARD OF COUNTY COMMISSIONERS
21 OF ESCAMBIA COUNTY, FLORIDA

22
23
24 By: _____
25 Kevin W. White, Chairman

26
27 ATTEST: ERNIE LEE MAGAHA
28 CLERK OF THE CIRCUIT COURT

29
30
31 By: _____
32 Deputy Clerk

33
34 (SEAL)

35
36
37
38 ENACTED:
39 FILED WITH THE DEPARTMENT OF STATE:
40 EFFECTIVE DATE:
41

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

From: [Horace L Jones](#)
To: [Allyson Cain](#)
Subject: RE: Escambia COMPLAN txt amend
Date: Tuesday, October 11, 2011 2:42:39 PM
Importance: High

Allyson,
Here is the e-mail from Ana granting approval of the changes. Please copy Alison as well.

From: Richmond, Ana [mailto:Ana.Richmond@deo.myflorida.com]
Sent: Tuesday, October 11, 2011 9:49 AM
To: Juan C. Lemos
Cc: T. Lloyd Kerr; Horace L Jones
Subject: RE: Escambia COMPLAN txt amend

All,

Thank you so much for getting back with us so quickly. Dan and I spoke with Mike this morning and he agreed this is just the language we were looking for. If we were to add any suggestion to the language it would be to add something to the effect of updating the FLUM and Zoning Map to reflect the areas under conservation easement as Conservation; however, that is simply a suggestion and nothing we feel is imperative to add.

Thank you again for all your work on this.

Ana

From: Juan C. Lemos [mailto:JCLE MOS@co.escambia.fl.us]
Sent: Monday, October 10, 2011 3:46 PM
To: Richmond, Ana; McDaniel, Mike
Cc: T. Lloyd Kerr; Horace L Jones
Subject: Escambia COMPLAN txt amend

Ms. Richmond,

Proposed language for your review & comments. We have included a definition for low-impact natural resources and updated revision to 5.4.6

If you have any questions, please contact me. Thank you.

JC

Juan C. Lemos, CFM
Urban Planner
Floodplain Manager
Development Services Department
Escambia County BCC

3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 Main
(850) 595-3481 Fax

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

Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Our customer service survey can be found at the link below. Thanks!
<http://www.zoomerang.com/Survey/WEB22D249ZPMNT/>

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

Rick Scott
GOVERNOR



Doug Darling
EXECUTIVE DIRECTOR

October 7, 2011

The Honorable Kevin White
Chairman, Escambia County
Board of County Commissioners
3363 West Park Place
Pensacola, Florida 32505

Dear Chairman White:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 11-1SP), which was received and determined complete on August 11, 2011. Copies of the proposed amendment have been distributed to the appropriate reviewing agencies for their review, and their comments are enclosed. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.) for consistency with Chapter 163, Part II, F.S. The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection to the proposed amendment. The objection includes a recommendation that may be taken to eliminate, reduce, or mitigate the adverse impacts.

Please note that if the second public hearing is not held within 180 days of your receipt of this report, and the timeframe is not extended by agreement, Section 163.3184(4)(e)1, F.S., provides that the amendment will be deemed withdrawn. My staff and I are available to assist the County in addressing the issues identified in our report. If you have any questions, please call me, at (850) 717-8499, or by email at Mike.McDaniel@deo.myflorida.com.

Sincerely,

Mike McDaniel, Chief
Bureau of Comprehensive Planning

MM/de

Enclosures: Objections, Recommendations and Comments Report
Review Agency Comments

cc: Mr. T. Lloyd Kerr, Director, Escambia County Development Services Department
Ms. Terry Joseph, Executive Director, West Florida Regional Planning Council

The Caldwell Building 107 E. Madison Street Tallahassee, Florida 32399-4120
850.245.7105 TTY/TDD 1-800-955-8771 Voice 1-800-955-8770 FloridaJobs.org



**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT
FOR
ESCAMBIA COUNTY
PROPOSED AMENDMENT 11-1SP**

October 7, 2011

Division of Community Development
Office of Community Planning

OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT

PROPOSED COMPREHENSIVE PLAN AMENDMENT

ESCAMBIA COUNTY (11-1SP)

CONSISTENCY WITH CHAPTER 163, F.S.

The amendment contains two text changes in the Future Land Use Element relating to the protection of Anticipated Conservation Areas within to the Escambia County Mid-West Optional Sector Plan.

OBJECTION

1. Low Impact Natural Resource Areas

The amendment proposes to add Policy 5.4.6, which states, the County will identify, protect, and manage regionally significant natural resources by depicting such resources on the Long-Range Master Plan Framework Map as “Anticipated Conservation Areas.” These conservation areas are subject to further refinement and study, and are to be depicted as “Low Impact Natural Resource Areas” on the Detailed Specific Area Plan (DSAP) Land Use Map. The term “Low Impact Natural Resource Areas” is not defined, and is left to broad interpretation. Absent greater specificity regarding Low Impact Natural Resource Areas, the plan lacks sufficient policies setting forth the procedures for protection or conservation of specific resources consistent with the overall conservation and development strategy for the planning area consistent with the requirements of Section 163.3245(3)(a)5., F.S.

Sections 163.3177(1); 163.3177(6)(a); and 163.3245(3a)5. F.S.

Recommendation

The Agency does not object to the County removing the requirement that the total acreage of conservation lands in the DSAP equal to that identified in the conceptual overlay. The Agency recognizes this total may increase or decrease as the boundaries are better defined through the DSAP and subsequent permitting process. The DSAP maps should identify large wetland areas within single ownership as conservation, and consistent with Section 163.3245(3)(b)9., F.S., these areas should be placed in conservation easements as the DSAP goes through the permitting process in stages or phases. Areas adjacent to these identified conservation lands requiring a more refined analysis of onsite natural resources could be identified as low impact natural resource development areas on the DSAP maps. The Policy should better describe what Low Impact Natural Resources Areas are (i.e., what is the purpose of identifying them on the DSAP), what uses are allowed prior to going through the permitting process, and the steps that will be taken to protect the environmental resources within those areas once they go through the permitting process and the natural resource areas are identified.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1543

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Disposal of Computer

From: Property Appraiser

Organization: Escambia County Property Appraiser

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property - Chris Jones, Escambia County Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Escambia County Property Appraiser's Office, for property to be auctioned as surplus or properly disposed of, which is described and listed on the Disposition Form with agency and reason stated.

BACKGROUND:

The Lenovo ThinkKCentre computer is no longer working.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: 9/26/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56792	Lenovo ThinkCentre computer	LKPYBL8	8808-J9U	2007	Bad

Disposal Comments: Computer no longer works.


INFORMATION TECHNOLOGY (IT Technician): Sabrina Park
 Print Name

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

Computer is Ready for Disposition

Date: 9/26/2011 Information Technology Technician Signature: 

TO: County Administration Date: 9/26/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Chris Jones

RECOMMENDATION: Date: 10/11/11
 TO: Board of County Commissioners
 FROM: County Administration 
 Charles R. "Randy" Oliver
 County Administrator or designee

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

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1571

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Amendment for Disposition of Property Request for Supervisor of Elections

From: David H. Stafford

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

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

That the Board amend its action of September 1, 2011, approving the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated, to correct the Property Number from 48188 to 46188 and to correct the year from 1999 to 1998.

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

09/01/2011 BCC Meeting Minutes

Amendment for Disposition of Property

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued
- 1-9. Approval of Various Consent Agenda Items – Continued
6. Taking the following action concerning the Escambia County Transit Development Plan Major Update:
 - A. Approving the submission of the Escambia County Transit Development Plan Major Update Draft Report to the Florida Department of Transportation (FDOT), establishing strategic goals and initiatives to be used as a guide in the future development of transit service levels and ensuring that these programs remain eligible for State Transit Block Grants and other available State and Federal transit funding; and
 - B. Adopting the Escambia County Transit Development Plan Major Update, finalized after FDOT review and approval, without further action of the Board.
7. Taking the following action concerning the Hold Harmless Agreement for the Escambia River Muzzle Loaders, Inc. (ERML):
 - A. Accepting the *Release of Claims for Damages, Hold Harmless, and Indemnification Agreement (Corporation)*, releasing the County from all claims, damages, and expenses for any loss directly or indirectly caused by surface or storm waters standing or flowing, or which have stood or flowed over, across or through the property (*on Rockey Branch Road, leased by ERML*), as required by the Special Project Condition contained in the Development Order; and
 - B. Authorizing the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to execute them at that time.
- * 8. Approving the *Request for Disposition of Property* Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated.
9. Approving to appoint Gregory Jones to the Tourist Development Council as an "Interested in Tourism" appointee, effective September 1, 2011, through November 30, 2014, to fill the unexpired term of Nancy Halford, who resigned.

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: 7/26/2011
 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	46188	Sharp fax machine	7011013X	FO5600	1998	working

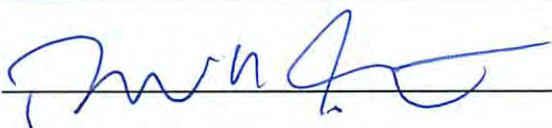
Disposal Comments: _____

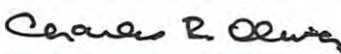
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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: 9/23/2011
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 9/27/11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, ~~CLERK~~
 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-1437

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Community Redevelopment Agency Chair and Vice Chair Appointment

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Chair and Vice Chair Appointment - Keith Wilkins, REP, Community Environment Department Director

That the Board ratify the October 20, 2011, action of the Community Redevelopment Agency (CRA) reappointing Commissioner Marie Young to serve as Chair and Commissioner Gene M. Valentino to serve as Vice Chair of the CRA. The terms will begin and coincide with the appointment of the Chair and Vice Chair of the Board of County Commissioners.

BACKGROUND:

On March 7, 1995, the Board adopted Ordinance 95-6 creating the CRA. The ordinance declares the members of the Board of County Commissioners to be the members of the CRA; however, the ordinance does not provide for a method to designate a chair or vice chair to the CRA. As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall designate a chair and vice chair from among the Commissioners. A copy of Ordinance 95-6 is attached.

On October 20, 2011, a CRA Meeting was convened to request approval in appointing the CRA Chair and Vice Chair. On September 15, 2011, the Board directed the CRA to reappoint the current Chair and Vice Chair to serve for another year. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

CRA Board direction is required to nominate the CRA Chair and Vice Chair.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance 95-6_Sept. 15 Minutes



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 15, 2011
8:45 a.m.**

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

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

Commissioner Young called the meeting to order at 8:49a.m. Community & Environment Department (CED) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

A. Accept, for filing with the Board's Minutes, the August 18, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant; and

B. Allow the CRA to place beautification and informational type signage within the CRA boundaries. All signs drawings/plans must comply with Redevelopment Plan requirements set forth by the applicable design standards and guidelines. Placement of signage will be coordinated with the responsible or legal entity. All plans shall be subject to the review and approval of the CRA Board.

Discussion Item: CRA requests direction by the CRA Board to nominate the new CRA Chair and Vice Chair. A recommendation will follow upon Board directions.

Motion was made by Commissioner Valentino to move actions A and B; Commissioner Robertson seconded the motion with the following suggestion from County Attorney Alison Rogers: to add a provision at the end of item "B" to direct staff to draft an amendment to the sign ordinance to perm it for governmental beautification signs, including in rights-of-way, to be considered by the Planning Board and brought to the BCC for final approval.

Motion approved (5-0)

Motion was made by Commissioner Robinson to reappoint Commissioner Young as CRA Chair and Commissioner Valentino as Vice Chair; Commissioner Robertson seconded the motion.

Motion approved (5-0)

The meeting adjourned at 8:55a.m.

/vl

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SECTION 2. Conditions Precedent.

2.01 The Board of County Commissioners has complied with the conditions precedent to the creation of a Community Redevelopment Agency by adopting a resolution making a finding of necessity for the rehabilitation, conservation, or redevelopment, or a combination thereof of slum or blighted areas within the unincorporated area of the county and determining that certain areas within the county shall be community redevelopment areas.

SECTION 3 Declaration.

3.01 The Board of County Commissioners of Escambia County declares itself to be a Community Redevelopment Agency with all rights, powers, duties, privileges, and immunities vested by Part III of Chapter 163 Florida Statutes, subject to all responsibilities and liabilities imposed or incurred.

3.02 The members of the Board of County Commissioners of Escambia County shall be the members of the Community Redevelopment Agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the Board of County Commissioners of Escambia County.

SECTION 4. Additional Members.

4.01 The Board of County Commissioners may, at its option, appoint two additional persons to act as members of the Community Redevelopment Agency. The terms of office of any additional members appointed shall be for four (4) years, except that the first person appointed shall initially serve a term of two (2) years. Persons appointed under this section are subject to all provisions of this part relating to appointed members of a Community Redevelopment Agency.

SECTION 5. Powers.

5.01 The community redevelopment powers assigned to the Community Redevelopment Agency include all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Part III of Chapter 163 Florida Statutes except the following powers which will continue to vest in the Board of County Commissioners of Escambia County:

(a) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.

(b) The power to grant final approval to community redevelopment plans and modifications thereof.

(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385 Florida Statutes (Supp. 1994) and as amended.

(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(3)(Supp 1994) and as amended.

(e) The power to assume the responsibility to bear loss as provided in Section 163.370(3)(Supp. 1994) and as amended.

SECTION 6. Severability.

6.01 If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Inclusion in Code

7.01 It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections 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 8. Effective Date

8.01 This Ordinance shall take effect upon receipt of notice of filing from the Secretary of State.

DONE AND ENACTED this 7th day of March, 1995.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: Willie J. Junior
Willie J. Junior Chairman

ATTEST: JOE A. FLOWERS
COMPTROLLER

Maileyn Simpson
Deputy Clerk

(SEAL)
ENACTED 3/7/95
FILED WITH DEPARTMENT OF STATE
EFFECTIVE

CAR 1-4

CAR 1-5



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1447

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: CRA Meeting Minutes September 15, 2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes September 15, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the September 15, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On September 15, 2011, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CRA Meeting Minutes 9/15/11



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 15, 2011
8:45 a.m.

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

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

Commissioner Young called the meeting to order at 8:49a.m. Community & Environment Department (CED) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

A. Accept, for filing with the Board's Minutes, the August 18, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant; and

B. Allow the CRA to place beautification and informational type signage within the CRA boundaries. All signs drawings/plans must comply with Redevelopment Plan requirements set forth by the applicable design standards and guidelines. Placement of signage will be coordinated with the responsible or legal entity. All plans shall be subject to the review and approval of the CRA Board.

Discussion Item: CRA requests direction by the CRA Board to nominate the new CRA Chair and Vice Chair. A recommendation will follow upon Board directions.

Motion was made by Commissioner Valentino to move actions A and B; Commissioner Robertson seconded the motion with the following suggestion from County Attorney Alison Rogers: to add a provision at the end of item "B" to direct staff to draft an amendment to the sign ordinance to permit for governmental beautification signs, including in rights-of-way, to be considered by the Planning Board and brought to the BCC for final approval.

Motion approved (5-0)

Motion was made by Commissioner Robinson to reappoint Commissioner Young as CRA Chair and Commissioner Valentino as Vice Chair; Commissioner Robertson seconded the motion.

Motion approved (5-0)

The meeting adjourned at 8:55a.m.

/v/

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1449 County Administrator's Report Item #: 12. 5.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 10/20/2011
Issue: Enterprise Zone Development Agency Third Quarter Report
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

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

That the Board accept, for filing with the October 20, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Third Quarter Report.

BACKGROUND:

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

The information report to the Board consist of a copy of the EZDA Third Quarter Report (April 1, 2011 – June 30, 2011) submitted to the State of Florida, Office of Tourism, Trade and Economic Development. During the third quarter, over \$2.4 million dollars in local, state, and federal incentives were utilized to stimulate private sector investment in the EZ.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

EZDA 3rd Quarter Report



EZDA 2011 3RD QUARTER REPORT

April 1 – June 30, 2011

**Prepared by the Escambia County
Community & Environment Department
Community Redevelopment Agency**

EZDA QUARTERLY REPORT

EZDA MONTHLY INCENTIVE WORKSHEET

ENTERPRISE ZONE: Escambia County

EZ#: 1703

Contact Person: Clara Long, Urban Planner and EZ Coordinator

Escambia County Community Redevelopment Agency

Phone: 850-595-3596

Fax: 850-595-3218

Month(s): April 1 to June 30

Year: 2011

A. OPERATIONS AND ACCOMPLISHMENTS DURING THIS TIME PERIOD:

2 Meetings

Enterprise Zone Development Agency (EZDA) Board

04/27/11

Englewood Community Meeting

05/31/11

OTHER OPERATIONS AND ACCOMPLISHMENTS:

From April 1 to June 30, 2011, County EZ staff made contact with **92** businesses and/or residents located within the EZ or businesses providing support services to the EZ.

B. ACCOMPLISHMENTS AND PROGRESS CONCERNING IMPLEMENTATION OF STRATEGIC PLAN:

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

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

EZ Strategic Plan accomplishments for the period April 1 to June 30, 2011 are presented below. The goals and strategies are formatted to coincide with the EZ Strategic Plan.

BUSINESS DEVELOPMENT

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

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

Progress: EZ County staff and Pensacola Bay Area Chamber of Commerce continue to distribute commercial incentives packets to potential new and existing businesses. For the third quarter, incentive packets and information were provided to 92 businesses and/or residents within the EZ. The Chamber of Commerce has made extra efforts in promoting the EZ incentives to their prospective and existing businesses. Here are list of businesses in the County's EZ that the Chamber of Commerce is currently working with:

Palafox Redevelopment Area -

- A business under the name of "Project Sugar", located at 33 Brent Lane, has promised to create at least 100 jobs
- A retail business off Pace Boulevard in the Town & Country Plaza has the potential to create from 300 – 500 jobs

Brownsville Redevelopment Area -

- Retain an existing business off Mobile Highway in the EZ area by offering County's Façade and Sign Grant incentives and seeking solutions to security issues through the Sheriff's Office

Warrington Redevelopment Area –

- Referred a Veterinary Hospital business owner to the County's CRA office to apply for the Façade and Sign Grant incentives to assist with their building renovations and a new sign



(B) Strategy: Retain and expand existing businesses.

Progress: During this quarter, 7 Commercial Façade, Landscape, and Infrastructure Grants and 2 Sign Grants were awarded to businesses located within the EZ. Additionally, 1 EZ incentive application for Job Tax Credit for Sales and Use Tax Refund, 1 Business Equipment Sales Tax Refund, and 1 Building Materials Sales Tax Refund applications were submitted to the Department of Revenue. (See table below)

Incentives Awarded	
Façade and Streetscape Grants (Private Sector match equaled or exceeded \$305,000)	\$61,981
Sign Grants (Private Sector match equaled or exceeded \$7,300)	\$3,606
EZ Incentives (Business Equip. Sales Tax Refund) (Private Sector Investment = \$77,285)	\$4,498
EZ Incentives (Building Materials Sales Tax Refund) (Private Sector Investment = \$9,891)	\$619
EZ Incentives (Job Credit Taxes: Sales Tax and Corporate Income Tax) Monthly \$195.20 x 24 mos	\$4,685
Total	\$75,389



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

Progress: Two **(2)** existing/new businesses submitted multiple EZ applications for Building Material Sales Tax Refund, Business Equipment Sales Tax Refund, and Job Tax Credit for Sales and Use Tax to the Department of Revenue.

NEIGHBORHOOD AND HOUSING DEVELOPMENT

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

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

Progress: Multiple first time homebuyer programs are available for eligible homebuyers. Some of the Neighborhood Enterprise Foundation, Inc. (NEFI) Programs, such as the Neighborhood Stabilization Program (NSP), State Housing Initiatives Program (SHIP), and Hurricane Housing and Recovery Program (HHRP) are specifically targeted EZ areas. This quarter, **3** Habitat for Humanity homebuyers received principal mortgage reduction assistance through the NSP with each receiving a **\$30,000** subsidy for purchase of newly constructed homes. Total assistance through homebuyer programs this quarter totaled **\$90,000**.



The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project – Escambia County’s agreement with Be Ready Alliance Coalition Effort (BRACE) has envisioned providing 50 units of affordable rental workforce housing at this foreclosed and severely deficient park, with 31 units targeted to clients at or below 50% area median income. During this quarter, **\$85,000** in Affordable Housing Loan funds were expended to assist in the infrastructure upgrades, demolition/removal of substandard mobile homes, and the purchase of new, energy efficient mobile homes. From the 31 units targeted to low income tenants, there were **8** units leased in this quarter.

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

Progress: Escambia County's NEFI Division provides multiple rehabilitation programs, depending on the condition of the unit. During this quarter, 1 homeowner received assistance in the amount of \$60,084 for home repairs through the Community Development Block Grant (CDBG) Housing Rehabilitation Program. There were 2 homeowners who received substantial rehabilitation/replacement housing through CDBG HOME Program, totaling \$131,150. There was 1 homeowner assisted with code-related emergency housing repair assistance through the SHIP Program, totaling \$14,239, and 2 homeowners were assisted with connecting to sanitary sewer for a total amount of \$6,900. Total assistance through Escambia County Rehabilitation Programs this quarter was \$212,373.

Community & Environment Department/Community Redevelopment Agency (CED/CRA) awarded 1 Residential Rehab Grant in the amount of \$3,140, which stimulated over \$6,280 in private investment for the EZ area. This Grant was awarded to assist the resident with electrical rewiring, window replacements, installing storm shutters, sanitary sewer connections, and converting to central heating and air conditioning. This Grant Program provides up to a \$6,000 Grant to be matched dollar for dollar by the property owner.

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

Progress: CED/CRA staff continues to attend and participate in regularly scheduled neighborhood organization monthly meetings in the EZ to share information and gather input from the community. CED/CRA staff held an Englewood Neighborhood Community Meeting at C.A. Weis Elementary School on May 31, 2011, at 5:00 p.m. CED/CRA staff sent over 2,500 mailers to homeowners, residents, and business owners in the area. The purpose of this meeting was to discuss current & upcoming projects and any future improvements for the area.

ENVIRONMENT

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

(A) Strategy: Encourage business and residential development in the EZ that will support improved water quality in Bayou Chico, Bayou Grande, and Pensacola Bay.

Progress: Mahogany Mill Boat Ramp and the Mahogany Mill Road Construction: The roadway will be widened and will include a streetscape beautification project, and drainage improvements. In addition, construction plans will include the design of a public boat ramp to include: docks, parking, storm water detention, nature/educational path, public sanitation facilities and safety lighting. The total project cost is estimated over \$700,000 which will be funded through Barrancas Tax Increment Financing (TIF), CED Capital Projects, LOST III, and Marine Resources Funds.



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

Progress: During this quarter, 5 Neighborhood Clean Sweeps in the EZ areas were completed with a total cost of **\$53,107**. A neighborhood meeting was held prior to the cleanup to inform the residents on proper disposal of debris, household appliances, hazardous waste (paint, oil, etc.), tires, and furniture. A total of 299 tons of trash/debris and tires were removed from the Barrancas, Brownsville, and Englewood Redevelopment areas.

The Escambia County Sheriff's Office and other agencies conducted an Operation Clean Sweep in the Warrington Area near Gulf Beach Highway. There were 5 arrests made, 2 warrant services, 129 vehicles stopped at the check point location, 25 tickets issued, 51 cases opened and 1 citation issued by the County's Environmental Code Enforcement Department. There was over 28 tons of debris/waste removed from this area.

A second Operation Clean Sweep was conducted in the Palafox Redevelopment Area of the Montclair area. This operation is a part of an initiative to clean trash and debris out of the neighborhoods and to reduce crimes. There were 5 arrests made, 42 citations issued, and 31 code violations issued by the County's Environmental Code Enforcement Division. There was over 25 tons of debris/waste removed from this area.

INFRASTRUCTURE

GOAL: Improve public infrastructure in the EZ.

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

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

Barrancas Redevelopment Area-

- Lakewood Sanitary Sewer Expansion Project – During this quarter, **\$28,426** in CDBG funds were expended.
- Mahogany Mill Boat Ramp and Road – The initial design plans are 30% near completion. CED/CRA staff held three public stakeholder meetings for public input. Total project cost will be **\$1.6** million funded through Barrancas TIF, CED Capital Projects, LOST III, and Marine Resources.
- Lexington Terrace Park Design Improvements – The estimated cost for the initial design phase is \$49,494. Total CDBG funds expended this quarter were **\$12,981**.

Brownsville Redevelopment Area –

- Jackson Street Sidewalk Project – The sidewalks will include west of “T” Street to Old Corry Field Road. The initial designs and fee proposal are in progress of being finalized. Total project cost will be **\$350,000** and funded through Brownsville TIF.

Palafox Redevelopment Area-

- Waterfront Rescue Mission – This project will be a centralized homeless housing and service facility to provide food and shelter to the homeless. This facility is located on Herman Street in the Palafox and EZ areas. This project will also include sidewalks and streetlights improvements totaling **\$95,000**. Total project cost will be 1.8 million funded through Department of Community Affairs CDBG. Total funds expended this quarter were **\$170,119**.

Warrington Redevelopment Area-

- The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project: Escambia County’s agreement with BRACE has envisioned providing 50 units of affordable rental workforce housing at this foreclosed and severely deficient park, with 31 units targeted to clients at or below 50% area median income. During this quarter, **\$85,000** in Affordable Housing Loan and **\$1,687** in NSP funds were expended, including upgrades to the infrastructure, demolition/removal of substandard mobile homes, and the purchase of new, energy efficient mobile homes. Total funds expended were **\$86, 687**.
- Navy Boulevard Design Guidelines and Corridor Management Plan – This guidelines and management study will cover areas from the Bayou Chico Bridge on Navy Boulevard west to New Warrington Road spur connecting south to the NAS entrance. The initial bid for the project has been submitted and a contractor has been selected. CED/CRA staff has held several stakeholder meetings and interviews for public input. Total project cost is **3.2** million funded through the Warrington TIF.
- Jones Swamp Cultural Center Improvements – The purpose of this project was to bring the handicapped accessibility into compliance with the American Disability Act (ADA). Total funds expended on this project were **\$35, 118**.

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

Progress: CRA continues to provide funding for energy cost for streetlights throughout the residential neighborhoods and for irrigation systems in various rights-of-way, and landscape maintenance of several projects within the EZ. This quarter, costs totaled **\$111,467** for electricity, and **\$13,885** for long-term maintenance. These recurring expenses are paid from TIF Fund accounts established for the County's five designated redevelopment areas.

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

Barrancas Redevelopment Area –
Olde Barrancas Medians and Observation Garden

Englewood Redevelopment Area –
“E” Street Rights-of-Way

Warrington Redevelopment Area -
Chief's Way, Navy Boulevard Medians, and Warrington Gateway Park



PHYSICAL APPEARANCE

GOAL: Improve the physical appearance of the EZ.

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

Progress: CED/CRA Grant program continues to receive matching funds through CDBG and TIF for commercial businesses in the EZ for exterior/façade, landscape, and related improvements along commercial corridors. During this quarter, CED/CRA awarded 7 Façade Grants and 2 Sign Grants totaling **\$65,587**.



(B) Strategy: Eliminate all dilapidated buildings in the EZ.

Progress: During this quarter, 1 property owner was assisted with the demolition of dilapidated structures through the County's CDBG Demolition Assistance Program. Funds expended were **\$5,900**. The dilapidated structure was torn down and a new home was built by Habitat for Humanity.



(C) Strategy: Improve the appearance of residential areas throughout the EZ.

Progress: Escambia County Environmental Code Enforcement staff continues to perform “officer sweeps” in the County’s EZ and 5 Redevelopment Areas (Barrancas, Brownsville, Englewood, Palafox, and Warrington). During the “officer sweeps” in the redevelopment areas, there were **20** dilapidated structures demolished; **27** lots were cleared of overgrowth and debris. Total funds expended this quarter were **\$116,312**.



CED/ CRA continues to provide services to residential areas in removing and/or trim hazardous trees for low to moderate income families in the designated CRA areas. During this quarter, there was **1** hazardous tree removed from a resident’s primary home in the Englewood Redevelopment. Total cost for this project was **\$4,500** funded through the Englewood TIF.



C. NUMBERS AND TYPES OF BUSINESSES ASSISTED BY THE EZDA

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

**Note: Businesses Assisted reflects the type of businesses within the EZ that made application for incentives from April 1 to June 30, 2011.*

D. NUMBER OF JOBS CREATED WITHIN THE ENTERPRISE ZONE

Business Name	New/Startup	Existing	Jobs Created
PERFORMANCE MACHINING SERVICES		1	0
STELLA BONNER		1	
WALMART STORES		1	3
Total		3	3

Note: There were 3 jobs created from April 1 to June 30, 2011. There were 3 existing businesses/residents in the EZ to submit applications for the incentives.

E. NUMBER OF EZDA APPLICATIONS SUBMITTED 3

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

	Job Tax Credit (Sales Tax)	Job Tax Credit (Corporate Tax)	Business Equipment Sales Tax Refund	Building Materials Sales Tax Refund	Sales Tax Exemption for Electrical Energy	Property Tax Credit
Forms Received	<u>1</u> #DR-15JZ	<u>0</u> #F-1157Z	<u>1</u> #EZ-E	<u>1</u> #EZ-M	<u>0</u> #DR-15JEZ	<u>0</u> #F-1158Z
Forms Approved		0	0	0		
Forms Denied		0	0	0		
New Employees			0	0		
Estimated Amount of Monthly Wages	\$4,685					
Total \$ Amount of Business Equipment Purchased			\$77,285			
Total \$ Amount of Building Materials Purchased				\$9,891		
Estimated Total Amount of Tax Incentives			\$4,498	\$619		

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

LOCAL INCENTIVES

	Number of Businesses Utilizing Incentive	Total \$ Amount in Incentives
Local Option ED Property Tax Exemptions	0	\$0
Occupational License Fee Abatement	0	\$0
Utility Tax Abatement	0	\$0
Local Funds for Capital Projects Escambia County CED/CRA Commercial Façade, Landscape, and Infrastructure Grant Program Sign Grant Program	7 2	\$61,981 \$3,606
Additional Local Government Services Committed to the Area Free Pre Application review by the Development Review Committee	3	\$1,800
Reduction of Specific Local Government Regulations to the Area	0	\$0
Total	12	\$ 67,387

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

OTHER LOCAL INCENTIVES

	Number	Total \$ Amount
Escambia County Brownfields Program US EPA Pilot Grant Brownfields CDBG allocation		\$11,239
Total		\$11,239

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

Funding Sources	Number (Projects located in the 5 Redevelopment Areas – Barrancas, Brownsville, Englewood, Palafox and Warrington)	Total \$ Amount
CDBG & NSP	<u>5</u> CIP Projects <u>5</u> Commercial Façade & Sign Grants <u>1</u> Demolition	\$1,011,644 \$25,587 \$5,900
General Fund (Code Enf)	<u>20</u> Demolitions <u>27</u> Lot Clearings	\$104,047 \$12,265
Housing Projects: (Affordable Housing Loan, NSP, SHIP, & HHRP)	<u>1</u> Infrastructure/Sewer/Housing Repairs <u>9</u> Housing Projects	\$86,687 \$302,373
Safe Routes To School (SRTS) Traffic Division	<u>0</u> Sidewalk Project	
Tax Increment Finance (TIF) Fund	<u>4</u> CIP Projects <u>4</u> Commercial Façade & Sign Grants <u>1</u> Residential Rehab Grants <u>5</u> Clean Sweeps	\$686,506 \$40,000 \$3,140 \$53,108
Total		\$2,331,257

EXECUTIVE OFFICE OF THE GOVERNOR
 OFFICE OF TOURISM, TRADE, & ECONOMIC DEVELOPMENT
 THE CAPITOL; SUITE 2001
 TALLAHASSEE, FLORIDA 32399-0001
 PH: 850/487-2568
 FAX: 850/487-3014
 E-MAIL: burt.vonhoff@myflorida.com
www.floridaenterprisezones.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1528

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Scheduling and Advertising a Public Hearing Barrancas Redevelopment Area Plan Update

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising a Public Hearing for the Barrancas Redevelopment Area Plan Update - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, November 17, 2011, to consider adoption of a Resolution of Escambia County, Florida, amending the Barrancas Area Redevelopment Plan; amending the plan document originally adopted by the County Commissioners on September 19, 2002; providing for severability; providing for an effective date.

BACKGROUND:

The Board of County Commissioners (BCC) adopted the initial Barrancas Redevelopment Plan on September 19, 2002. The original plan contains demographic information, redevelopment and plan implementation strategies, and a capital improvement program. The capital projects and many of the other plan recommendations have been completed.

On October 20, 2011, a CRA meeting was convened to recommend to the Board the scheduling and advertising of a Public Hearing to consider adoption of the Barrancas Redevelopment Plan Update. The Resolution is attached.

BUDGETARY IMPACT:

Funding for the newspaper advertising will be provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling a Public Hearing for the proposed Redevelopment Area Plan Update is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Redevelopment Area Plan_Resolution

RESOLUTION R2011-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AMENDING THE BARRANCAS AREA REDEVELOPMENT PLAN; AMENDING THE PLAN DOCUMENT ORIGINALLY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 19, 2002; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, substantial progress has been made on the implementation of the 2002 Barrancas Area Redevelopment Plan; and

WHEREAS, three neighborhood town meetings were held to solicit citizen input into the updating of the 2002 plan document; and

WHEREAS, as a result of citizen, stakeholder and staff input, the plan now contains updated redevelopment strategies and a revised capital improvement program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Revised Plan. In conformance with Chapter 163, F.S., the attached document titled "Exhibit A, Barrancas Redevelopment Plan" is hereby adopted as the revised plan for such area with no further boundary changes.

Section 3. Severability. If any section, sentence, clause or phrase of this Resolution 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 Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
DEPUTY CLERK
(SEAL)

This document approved as to form and legal sufficiency
By: _____
Title: _____
Date: 9/27/11

BARRANCAS REDEVELOPMENT PLAN



DRAFT
September 2011

Prepared by:
Community Redevelopment Agency
Community & Environment Department

**BARRANCAS REDEVELOPMENT PLAN
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EXECUTIVE SUMMARY

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the “tools” necessary to revitalize the deteriorated portions of their communities. These “tools” include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as slum or blighted areas; propose modifications to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving “slum” or “blighted” areas in their community. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

The Board of County Commissioners adopted the original Barrancas Redevelopment Area Plan on September 19, 2002 Resolution R2002-88.

1. REDEVELOPMENT PRIORITIES & STATUS

The priorities outlined below highlight the imminent concerns and issues affecting the Barrancas Redevelopment Area. They are designed to combat the specific problems or issues while also taking advantage of existing strengths in the Barrancas Redevelopment Area.

1. Code Enforcement, Cleanup and Housing Rehabilitation

The Priority

Nearly 94 percent of the residential structures are in fair, poor, or dilapidated condition, and just over 70 percent were built in 1950 or earlier. Working with homeowners to achieve improved housing conditions, in tandem with rehabilitation financial assistance and code enforcement are vital in changing the appearance and livability of the residential areas. Likewise, working with owners of a large percentage of rental housing units, especially through code enforcement, is necessary to achieve these results. Commercial businesses need to clean up outside storage.

The Status

The CRA continues to make concerted and systematic efforts at disseminating information on County and federal housing rehabilitation assistance programs so that homeowners are aware of the several opportunities available for improvements. The high percentage of residential structures grant applications may be due to the tremendous negative impact created by Hurricane Ivan in September 2004.

The County has increased the number of Clean Sweeps and public education programs to increase compliance. The Environmental Enforcement Division has instituted a program of systematic code enforcement. In addition to housing conditions, Environmental Enforcement must address debris in yards and similar property maintenance issues in residential areas, commercial outside storage areas, and on vacant properties.

2. Commercial Corridors

The Priority

There are no major arterial roadways in the Barrancas Redevelopment Area. Barrancas Avenue is classified as a minor arterial street, and commercial uses along this corridor are mixed in terms of their visual impact on the gateway to Pensacola NAS and the Barrancas neighborhoods. Old Corry Field Road is designated as a collector roadway which the traffic capacity is built to allow low to moderate traffic flow. It primarily serves to move traffic from Barrancas Avenue (the southernmost segment) north to Navy Boulevard, Jackson Street, and Mobile Highway. Old Corry Field Road provides access to several residential properties and neighborhoods, such as Aero Vista and Edgewater.

As a result of the relocation of the Bayou Chico Bridge, commercial properties along Olde Barrancas are more isolated and several businesses have since closed down. However, some parcels were already vacant or underutilized due to problems with shallow lots more conducive to residential uses, contamination or other problems.

The Status

Below market interest rate loans to small businesses willing to locate in the redevelopment area should be provided. Parcels with contamination problems may exist. The CRA Brownfields Program has assisted several commercial property owners with contamination problems within the Barrancas Redevelopment Area and will continue to offer financial opportunities to future contaminated sites in the future. Financial assistance and revolving loans are available for site assessment and cleanup, and a number of tax credits and other incentives are available for participants in the program. The Brownfields program can help bring idle or abandoned properties back into productive use.

In fact, due to the BCC approval in May 2011 to designate all parcels located within the five Community Redevelopment Areas as Brownfields, this should incentivize property owners to tap into a number of beneficial incentives for site assessment, cleanup, and redevelopment.

3. Parks & Community Center

The Priority

There were only two small neighborhood parks, Lakewood and Aero Vista, located in the Barrancas

Redevelopment Area. Their sizes (less than two acres each) limit them to passive recreational use only. Although there are no schools in the Barrancas Redevelopment Area, there are four schools within one mile of the western boundary with a combined enrollment of approximately 2500 students. Many adult residents expressed a desire for a park with a variety of amenities that they can use to enhance the health and well-being for all the residents within the surrounding area.

In addition, the residents of this area did not have access to a regional community center to organize supervised recreation for youth, organized sports or classes on various topics for adults, special programs for seniors, and to acquire needed information about county services and how to obtain them. During the Bayou Chico Small Area Study Public Workshops in 2001, and CRA Public Workshops in 2002, many residents expressed a need and desire for a community center in their area.

The Status

The County acquired approximately 30 acres of the Lexington Terrace property for the creation of a regional community park. The acquisition has provided sorely needed opportunities for supervised recreation for youth and recreational activities for adults. The construction of the Lexington Terrace Community Center also expanded the community's involvement in the area, allows for meetings and community events. Future expansion to the Community Center may be constructed to accommodate future demands, if the situation arises.

In addition, Lexington Terrace Park serves as a trailhead for the Southwest Greenway Trail System and Jones Swamp Creek Preserve, connecting Bayou Chico to Perdido Bay by trail (details on Preserve below).

In addition, the County acquired a small amount of waterfront right of way from FDOT at the end of Olde Barrancas Avenue, allowing for the creation of The Olde Barrancas Observation Garden. The amenities include a pleasant meandering trail, an architectural park bench with a canopy, an architectural trash receptacle, bird nests and some native landscaping. The Observation Garden meets the requirements established by the National Wildlife Federation to be designated as a certified wildlife habitat.

4. Crime

The Priority

Although not the direct responsibility of the CRA, crime is a major contributing factor to blight in the area.

Residents also have expressed a high perception of crime in the area at several public workshops.

The Status

The Barrancas Community Improvement Association and individual neighborhood watch programs need to work closely with the Sheriff's Community Relations team. The CRA will continue to strongly encourage the formation of more neighborhood watch groups throughout the area. Crime must be eliminated if residential reinvestment is to occur.

The CRA will continue to utilize and encourage the private use of Crime Prevention through Environmental Design (CPTED) standards to correct security problems related to site elements such as lighting and vegetation.

5. Drainage and Improved Water Quality

The Priority

Stormwater pollutant runoff directly into Bayou Chico has been a lingering problem in the Barrancas Redevelopment Area. Residents have reported street flooding on Old Corry Field Road and in the Lakewood Subdivision due to inadequate retention of storm water runoff. Barrancas and Olde Barrancas Avenues are served by existing storm water facilities while the majority of other streets in the area lack any facilities. The condition of storm water facilities on Olde Barrancas is in need of upgrading.

The Bayou Chico waterbody is listed on the US Environmental Protection Agency (EPA) 303(d) list. The 303(d) list is a list of impaired and threatened waters that the Clean Water Act of 1977 began requiring all states to submit for EPA approval every two years on even-numbered years.

The Status

The County's Water Quality and Land Management Division, along with assistance from FDOT and the Northwest Florida Water Management District, currently track the storm water drainage system in the Barrancas Redevelopment Area and have plans for future improvements.

The County along with FDEP, the City of Pensacola, ECUA, the Bay Area Resource Council, the Bayou Chico Association, the Escambia County Health Department, local stakeholders, and other entities are currently finalizing the Bayou Chico Basin Management Action Plan (BMAP). The BMAP is a concerted

effort to support the statewide watershed management approach to restore and protect Florida's water quality. In 2008, FDEP adopted Total Maximum Daily Loads (TMDLs) for the following waterbodies that are included in the BMAP: Bayou Chico, Jones Creek, Jackson Creek, Bayou Chico Beach, and Sanders Beach. TMDLs are water quality targets for specific pollutants (such as fecal coliform) that are established for impaired waterbodies that do not meet their designated uses based on Florida's water quality standards. The BMAP is currently in draft form and is expected for final completion by Fall 2011.

One of the improvements to alleviate some of the storm water drainage issues in the Barrancas Redevelopment Area is the construction of a retention pond at Lexington Terrace Park. The Water Quality and Land Management Division applied and received a FDEP grant to design and build a retention pond at Lexington Terrace Park adjacent to Bayou Chico. The purpose of the retention pond is to alleviate flooding problems on Old Corry Field Road and to filter storm water runoff from the Lexington Terrace property, Moreno Courts, and Old Corry Field Road. The project also became part of the overall Jones Swamp Creek Preserve and Trail Project, connecting Bayou Chico to Perdido Bay by trail and addressing storm water runoff problems throughout western Pensacola.

6. Housing Construction

The Priority

With seventy percent of houses built in 1950 or earlier, clearly there has been little new construction in this area. The age of many houses is reflected in the large percentages that are in fair condition, meaning repair or rehabilitation is required. Although there appears to be more opportunity for housing rehabilitation than new in-fill construction, there are some vacant lots and some houses that should be demolished. Also, there was a vacant 11.71 acre parcel on the north side of Barrancas Avenue, surrounded by single-family housing, making it a prime candidate for medium to high-density residential development.

The Status

Housing construction has been addressed through the encouragement of in-fill housing on vacant lots, especially on the 11.71 acre parcel now known as Lakewood Cottages. The BCC approved the rezoning application of this parcel from R-2 to R-4 to provide the opportunity for the construction of clustered affordable housing dwellings based on the increased level of density permitted. Following the rezoning, a local engineering firm and agent, jehle-halstead, inc., successfully subdivided the parcel into 92 lots and

received approval of the site through the County's Planned Unit Development (PUD) process by the Planning Board and the Development Review Committee. The BCC subsequently approved the PUD in June 2008.

To date, 11 single-family dwellings have been constructed with 9 (which is the total allotment) meeting the requirement for affordable housing. All the structures meet the guidelines laid out in the Barrancas Design Guidelines Manual. The intention of the project is to focus on the use of nonprofit and profit developers to produce new housing that is affordable to low and moderate-income households.

7. Sewers

The Priority

Prior to the establishment of the Barrancas Redevelopment Area and adoption of the Plan, ECUA sanitary sewers served less than five percent of the area. Specifically, Mahogany Mill Townhomes, Mahogany Mill Apartments, Millview Terrace housing complex, and a few parcels on Odessa Lane, Carys Lane, Broadmoor, Lemhurst, and Barrancas Avenue are served. Area Housing Commission sanitary sewers also serve Moreno Court, which is less than five percent of the area. All other commercial and residential properties rely on septic tanks. This is especially problematic because of the impact or potential impact of aging septic tanks on the drinking water supply and water quality in Bayou Chico.

The Status

The Lakewood Subdivision is currently under expansion of the ECUA sewer system because of the eminent concern of septic contamination to Bayou Chico. The ECUA implemented plans are to install sanitary sewer service in the Lakewood area in five phases. See ECUA Lakewood Sewer Project map in Other Maps section of this plan. The CRA is providing financial assistance to help complete ECUA's project and/or to extend sewer to the commercial areas of Barrancas and Olde Barrancas Avenues in combination with developer funding, particularly in conjunction with major reinvestment projects. Phases I, II and III are complete with Phase IV, IVA, IVB, V and VI currently under contract. The final completion of the Lakewood Sewer Expansion project is expected to be summer of 2012.

8. Street Lighting and Sidewalks

The Priority

Poorly illuminated streets without sidewalks discouraged the residents of the Barrancas Redevelopment Area from walking through their residential areas at night and increased the potential for criminal activity to occur. Both of these conditions exist, but have been targeted through the efforts of the CRA through the installation of safe lighting locations and sidewalks. The priority for sidewalks should provide safe pedestrian access to bus stops, parks, schools just outside of the Barrancas Redevelopment Area, and commercial waterfront and corridor locations. Bus service exists on Barrancas Avenue (a minor arterial road) and Old Corry Field Road (a collector road).

The Status

With the cooperation of Gulf Power, lights have been installed throughout the Barrancas Redevelopment Area in three phases. Below is a list of the number of lights that were installed in each phase:

Barrancas – Phase I

129 – 8800 Cobra head Fixtures; 8 – 8’ Arms; 3 – 12’ Arms

Barrancas – Phase II

70 – 8800 Cobra head Fixtures; 2 – 8’ Arms; 1 – 12’ Arm

Barrancas – Phase III

74 – 8800 Cobra head Fixtures

In addition to the numbers above, the CRA has installed 32 architectural street lights at the Lakewood Cottages Subdivision and continues to fund the street lighting utilities since initial construction. The CRA also plans to install similar lights to the current Mahogany Mill Boat Ramp and Road project in which the completion of construction is expected for July 2012.

The streetscape features added to Olde Barrancas Avenue and the installation of streetlights throughout several areas of Barrancas has positively affected the safety in the residential areas along the corridor. The CRA finished construction of sidewalks along Old Corry Field Road from Lexington Terrace south to Barrancas Avenue in 2009/10. The FDOT finished construction of sidewalks on Barrancas Avenue as part

of a street resurfacing project in 2002/2003.

Priority sidewalk installation has be coordinated with ECUA's five phase Lakewood Sewer Project, installing from east to west, to be cost effective and avoid reconstruction. Future installation in the following locations will provide access to bus stops, Lexington Terrace Park and Community Center, and commercial areas on the waterfront and on Barrancas Avenue:

- Alba Plena Road
- Rue Max Road
- Aero Vista Neighborhood

9. Streetscaping

The Priority

Barrancas Avenue is an important gateway to the Barrancas Redevelopment Area and a major military installation, NAS Pensacola and Old Corry Field Station. With the realignment of the Bayou Chico Bridge, the new Barrancas Avenue beginning at the bottom of the bridge heading west towards Old Corry Field Road needs landscaping and better character definition. The relocation of the Bayou Chico Bridge has significantly changed the character of Olde Barrancas, creating new opportunities for streetscaping and beautification along new and old commercial corridors.

Public participation in the Bayou Chico Small Area Study conducted in 2001 indicated significant support for streetscaping and beautification, particularly as it applies to creating an identity for the area. Specific study recommendations included the use of gateways and other vertical elements in strategic locations combined with streetscaping and landscaping improvements to help define the area and improve the appearance of economic stability to stimulate commercial and residential reinvestment.

The study also recommended development of design guidelines for public and private improvements, taking advantage of a FDOT resurfacing project on Barrancas Avenue by applying for a Highway Beautification Grant to make streetscape and landscaping improvements, taking advantage of the County's planned resurfacing of Olde Barrancas Avenue to incorporate desired roadway changes and streetscape design when it is most cost effective, and development of a public art program to soften some of the harshness of the non-residential uses along the waterfront. The addition of bike lanes and

narrowing of traffic lanes and median area in FDOT's Barrancas Avenue resurfacing project preclude median landscaping.

Any redesign of Olde Barrancas Avenue, especially regarding the elimination of traffic lanes, will require consultation with Mocar Oil Company located at the end of Olde Barrancas due to the amount of large oil truck traffic they generate.

The Status

The CRA requested and received Community Development Block Grant (CDBG) funding and hired a consultant who created urban design guidelines (October 2006) for the Barrancas Redevelopment Area that provides focus and a sense of identity to public and private streetscape improvements.

The CRA requested and received CDBG funding and hired an Architectural and Engineering Design firm who developed a conceptual redesign of Olde Barrancas Avenue prior to the resurfacing by County Engineering. Olde Barrancas Avenue was reduced from four to two lanes to act as a countermeasure from the decreased traffic count due to relocation of the Bayou Chico Bridge. This allowed for parking curb extensions, bicycle lanes, and landscaping in the median and sidewalks alongside the roadway. The streetscaping of Olde Barrancas Ave has created a boulevard effect and has rejuvenated life along the mixed use area of residences and commercial and industrial businesses.

The CRA will research options for implementing additional traffic calming devices, such as stop-bars and roundabouts, throughout the residential areas for increased safety and aesthetic value.

10. Traffic Management and Circulation Patterns

The Priority

The relocation of the Bayou Chico Bridge and the creation of the new Barrancas Avenue section joining the bridge to the older section of Barrancas Avenue has created some new traffic problems. Specifically, there is a considerable amount of speeding occurring at the Bayou Chico Bridge, often making it difficult for motorists to turn onto the new section of Barrancas from Weis Lane. The speeding continues uninterrupted west on Barrancas Avenue for nearly two miles due to the lack of any traffic signals along that stretch of roadway. Also, the realignment of the roadway has resulted in errant traffic getting onto Olde Barrancas.

There also are problems of traffic backing up on Old Corry Field Road, especially at the intersection with Barrancas Avenue. It is an undivided two-way local road that serves as a collector between the Warrington and Barrancas communities and NAS Pensacola. It has few turn lanes and no pedestrian refuges to assist with crossing.

The Status

The CRA and Barrancas Community Improvement Association has been working with the Traffic Engineering Division to address the speeding problems on Barrancas Avenue, and requested that appropriate action be taken. The CRA will explore additional traffic calming techniques such as landscaping, special pavement treatments, and pedestrian refuge islands.

The CRA also will work with the Traffic Engineering Division to install signage on Barrancas Avenue near Broadmoor Lane that will direct through traffic onto New Barrancas and away from Olde Barrancas. Other streetscaping elements as well as a gateway feature may be included.

11.Zoning

The Priority

The Bayou Chico Small Area Study was prompted in large measure by the incompatible zoning and land uses that resulted from the relocation of the Bayou Chico Bridge. Lands that were once located adjacent to a major roadway are now more isolated, and properties that had once been isolated now front on a major roadway. Many participants in the study also expressed a desire to clean up zoning in the area and supported the incorporation of design guidelines and a marine-oriented theme in order to create a more cohesive look for the area.

The Status

The CRA hired HHI, a Planning, Landscape Architecture and Environmental Graphics firm, to lead the community through a process of developing public and private urban design guidelines that build on the unique characteristics of the area and enhance the marine oriented nature of the community. These design guidelines are currently being incorporated into all commercial, neighborhood mixed use, and waterfront zoning districts.

Specific changes were made to the Escambia County Land Development Code (LDC) primarily for the R-3 zoning district. The changes include the prohibition of new mobile homes to be constructed in the R-3 zoning district. The mobile homes currently located in the specific zoning districts are protected by the non-conforming regulations set in LDC. The rezoning of several R-3 properties and a few C-2 to R-6 along the south side of Olde Barrancas Avenue now provides a transition zoning buffer between the lower density residential areas and more intense commercial areas in Barrancas.

Also, the CRA rezoned the “Barrancas triangle” bound by Barrancas Avenue, Olde Barrancas Avenue and Weis Lane and parcels on the north side of Barrancas Avenue between Weis and Palao Lanes from a mixture of R-2 and R-4 residential zoning and C-2 all to C-1 Commercial. The intent of this legislative rezoning process is to provide for high-quality development and civic uses that will primarily serve the surrounding neighborhoods. This district is not considered appropriate for conventional strip commercial pad sites, high traffic generating or automotive oriented uses, or uses oriented toward regional shopping facilities. The combining of lots and/or the development of shared access and parking easements are encouraged.

2. ACCOMPLISHMENTS 2002-2011

The following major accomplishments that have occurred during the last nine (9) years of the Barrancas Redevelopment Program:

Capital Improvements 2002-2011

<u>Plan</u>	<u>Status</u>
Aero Vista Park: new playground equipment and trees	Complete
Lakewood Park: new pavilion	Complete
Lexington Terrace Park & Community Center: constructed park improvements and Community Center	Complete
Lexington Terrace Park Improvements: skate park, inline hockey pad and disc golf course	Ongoing
Olde Barrancas Observation Park: constructed observation park and wildlife sanctuary	Complete
Seamarge Lane Road Project: drainage and right-of-way improvements	Complete
Lakewood Sewer Project: design and install sewer infrastructure	Ongoing
Lakewood Subdivision Drainage and Sidewalk Project: constructed Phase I sidewalks; completed minor drainage improvements	Ongoing
Barrancas Redevelopment Area Design Guideline Handbook and Olde Barrancas Landscape Design: create a design guideline manual and design landscape plan	Complete
Olde Barrancas Avenue Streetscape Implementation: Install landscaping	Complete
Mahogany Mill Road & Boat Ramp: Design and construct eco-friendly, innovative boat ramp and improve streetscape of Mahogany Mill Road	Ongoing

Other Elements of the Plan

<u>Plan</u>	<u>Status</u>
Barrancas Overlay Zoning District: establish overlay guidelines for the entire redevelopment area	Complete
Waterfront Mixed Use Zoning District: establish a waterfront zoning district	Complete
Environmental Enforcement Clean Sweeps (two annually): Clean and Green trash removal	Ongoing
Olde Barrancas and Observation Garden Landscape Maintenance: monthly maintenance	Ongoing
Streetlight energy costs (annual energy costs); approximately 305 lights installed to date	Ongoing

3. CAPITAL IMPROVEMENT PROGRAM

The following is a list of public facility improvements together with preliminary cost estimates. Timetables will be determined in part by availability of tax increment financing (TIF) and other funding sources. The following is a **five-year capital improvement program** (2011 –2016).

BARRANCAS							
Project Name	Funding Source	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total Project Cost
Maintenance	TIF	\$20,500	\$20,500	\$20,500	\$20,500	\$20,500	\$102,500
Clean Sweeps	TIF	\$0	\$20,000	\$0	\$12,000	\$0	\$24,000
Façade & Sign Grant	TIF	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Housing Residential Rehab Grant (x3)	TIF	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$90,000
Streetlights / Water	TIF	\$23,600	\$23,600	\$23,600	\$23,600	\$23,600	\$118,000
Tree Program Mahogany Mill Boat Ramp and Road	TIF	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
	TIF	\$75,000	\$0	\$0	\$0	\$0	\$75,000

4. NEIGHBORHOOD IMPACT ANALYSIS

Chapter 163.362 (3) of the Florida Statutes requires the plan include a neighborhood impact element that describes the impact of redevelopment upon residents, if the redevelopment area contains low or moderate-income housing. The specific areas to be addressed are: relocation, traffic circulation, environmental quality and quality of the neighborhood. Some of these issues are described in Chapter 1, Redevelopment Strategies. The following provides a summary:

- **Physical Impact**

Proposed infrastructure improvements (street lighting, sewers, a park, street repaving, and bike lanes, etc.) combined with environmental enforcement and housing rehabilitation constitutes the major neighborhood plan impact on the residential areas, and the impacts are positive. Code enforcement and housing rehabilitation are described in Strategy 2 of Chapter 1; infrastructure in Strategy 7, and 9 through 12 in Chapter 1.

- **Social Impact**

Job training and creation opportunities through commercial and industrial redevelopment will be targeted to local residents and allow a vehicle for improved household income. A new community center at Lexington Terrace has increased opportunities for recreation as well as educational and cultural enrichment. Both of these are positive impacts.

- **Environmental Impact**

The principal environmental component of the plan is to address environmental impacts to Bayou Chico from ageing septic systems in the area. Emerald Coast Utilities Authority implemented a five-phase plan to bring sanitary sewer to the residential neighborhoods in the redevelopment area.

Update of Lakewood Sewer project:

The original project has been designed, bid and awarded to Utility Service Company in the base amount of \$2,880,457.70, with a \$319,542.30 contingency. The contract has been executed and the Notice to Proceed issued (effective April 13, 2011). Neighborhood Enterprise Foundation, Inc. (NEFI) currently sees no problem with final completion within the contract time of 465 days from the Notice to Proceed (summer 2012).

- **Land Acquisition**

The County has acquired three sites in the Barrancas Redevelopment Area since the adoption of the Plan in 2002 which have proven to be beneficial to the Barrancas Redevelopment Area in terms on redevelopment and crime reduction.

1. The Lexington Terrace Park that has been a huge success and has several improvements planned in the near future, i.e. skate park, disc golf, stormwater pond, etc.
2. The Olde Barrancas Observation Garden. As stated above, the amenities include a pleasant meandering trail, an architectural park bench with a canopy, an architectural trash receptacle, bird nests and some native landscaping.
3. The Mahogany Mill site that is currently under design for a public boat ramp and Mahogany Mill Road which is also under the same project and design for full streetscaping features.

The CRA will continue to work with the Barrancas community on future land acquisitions and redevelopment for the betterment of the area.

- **Traffic Circulation**

The acquisition of the Lexington Terrace property and the demolition of the 88 military housing units have reduced the amount of neighborhood residential traffic along Old Corry Field Road, but it has created a positive impact on the area with a large park that has received daily utilization by the local residents since inception.

An increase in neighborhood bicycle and pedestrian traffic could be possible as the CRA has aspirations to construct a multi-use path connecting Mahogany Mill Road to Audusson Road, under the new Bayou Chico Bridge, materializes. Implementation of this project is subject to funding, but it may be included as a third phase to the Mahogany Mill Boat Ramp and Road project.

- **Community Facilities**

The acquisition of the Lexington Terrace property creates opportunities for supervised recreation for

youth and a variety of recreational, educational, and cultural enrichment programs. The park contains several amenities such as the newly constructed community center. Future park amenities planned for the site include a state-of-the-art retention pond, a skate park, an inline hockey pad, and a disc golf course.

- **Effect on School Population**

There are no public schools in the Barrancas Redevelopment Area; however, there is one pre-school (Jamison Street Pre-School) located on Jamison Street one block north of Barrancas Avenue. The plan has created no negative impact on the school's population; in fact, the installation of sidewalks will improve the pedestrian safety for the children.

5. EXISTING CONDITIONS

Introduction

A legal description and map presented within this plan defines the physical boundary of the Barrancas Redevelopment Area but the specific redevelopment needs are defined by the conditions existing within the area that are outlined in this chapter. The Barrancas Redevelopment Area includes the following neighborhoods, neighborhood associations, and tenant associations:

- Aero Vista neighborhood
- Barrancas Community Improvement Association
- Bayou Chico Association
- Bayou Chico Business Association
- Lakewood Home Owners Association
- Mahogany Mill Home Owners Association
- Moreno Courts Tenants Association

Zoning

The eight zoning districts identified in the Barrancas Redevelopment Area include a broad range of intended uses. The zoning districts and brief descriptions are presented as follows in Table 4-1.

Table 4-1: Existing Zoning Districts

Zoning	Intended Use
R-1	Single-family district, low density

R-2	Single-family district, low-medium density
R-3	One and two-family district, medium density
R-4	Multiple-family district, medium high density
R-6	Neighborhood commercial and residential district, high density
C-1	Retail commercial district
C-2	General commercial district
WMU	Waterfront mixed use district (noncumulative)

With the exception of the eastern portion of the Barrancas Redevelopment Area, generally the existing zoning pattern follows the existing land use pattern. The principal purpose of Olde Barrancas Avenue has been significantly changed from moving high volumes of through traffic to providing access to the mix of residential, commercial, and industrial uses that either front the street or are located in close proximity. The eastern portion of the area beginning at the intersection of Country Club Drive and Barrancas Avenue east to Bayou Chico includes a mixture of higher intensity C-1 commercial uses than the C-1 uses to the west, and they are located in close proximity to existing residential uses. Similarly, on the north side of Barrancas Avenue section, mostly residential zoning and land use parcels are now facing a major roadway more conducive to commercial development. A discussion of specific uses is presented as follows:

Residential

The northern portion of the Barrancas Redevelopment Area is predominantly zoned R-2 residential which allows for only single-family detached houses and supporting community facilities. The area south of Olde Barrancas Avenue is largely zoned R-3 residential which allows for a mixture of one and two-family dwellings with a slightly higher density and R-6 residential which allows for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services with a maximum density of 25 units per acre. One small area of R-1 residential zoning is present south of Olde Barrancas Avenue. There are three pockets of R-4 residential zoning located in the Barrancas Redevelopment Area that allow for all types of residential uses except for mobile homes. The northwestern pocket of R-4 residential zoning includes Moreno Courts, Area Housing Commission property, and Lexington Terrace Park. The central pocket includes the Lakewood Cottages Subdivision. The southeastern pocket includes Millview Terrace and Mahogany Mill apartments, both multi-family housing complexes.

Commercial

One minor arterial street, Barrancas Avenue, is located within the area. Barrancas Avenue is predominantly

zoned C-1 light commercial from Old Corry Field Road on the western edge of the Barrancas Redevelopment Area to the beginning of the Bayou Chico Bridge on the eastern edge of the area. This street consists predominantly of commercial establishments with isolated residential dwellings. To the east of the beginning of the Bayou Chico Bridge, the properties fronting the north side of the road include a mix of R-2, R-4, and C-1 light commercial. Zoning districts on the south side of Barrancas Avenue predominantly consist of R-6 general commercial with spots of R-2, R-3 and R-4 residential zoning.

Old Corry Field Road is designated as a collector road. This road acts as a north-south collector for traffic from the Warrington community and NAS Pensacola. Properties fronting Old Corry Field Road on the east side of the road are zoned R-2 and R-4 residential with C-1 and C-2 zoning districts at the intersection of Old Corry Field Road and Barrancas Avenue. For the most part, this zoning pattern appears to coincide with the current uses along this corridor. All other roads in the area are classified as local roads. Lakewood Road located on the eastern edge of the area does provide access to the commercial businesses located along the waterfront north of Barrancas Avenue.

As previously noted with the realignment of Barrancas Avenue, the principal purpose of Olde Barrancas Avenue has been significantly changed. FDOT has turned this roadway over to the county. The resulting reduction in traffic along this corridor presents an opportunity to create a boulevard streetscape as a gateway to this residential and retail commercial area. Properties fronting Olde Barrancas Avenue are zoned predominantly C-1 retail commercial and WMU to the north. Properties fronting the south side of Olde Barrancas Avenue are zoned R-3, R-6 and C-2 general commercial.

Conclusions

To encourage redevelopment along the waterfront and protect Bayou Chico as a natural resource, the WMU zoning district was implemented into the County's LDC. WMU encourages the traditional maritime and residential uses while limiting intense uses that may present a negative environmental impact to the bayou.

An eleven-acre parcel bound by Lakewood Road in the northeast portion of the redevelopment area was rezoned to R-4 residential to allow for development of Lakewood Cottages as single-family work force housing. The properties fronting Barrancas Avenue near the beginning of the Bayou Chico Bridge were rezoned to C-1 Commercial to allow for less intensive commercial reinvestment in the area.

Existing Land Use

The Barrancas Redevelopment Area encompasses approximately 671 acres. **Table 4-2** presents the existing land use picture for the redevelopment area. An Existing Land Use Map is attached in the Other Maps section of the Plan.

Table 4-2: Existing Land Use

Existing Land Use	Area in Acres	Percent of Total
Residential (including multiple family and mobile homes)	369	55
Public (utilities)	5	0.7
Commercial	51	7.6
Church	9	1.3
Industrial	6	0.9
Parks	41	6.1
Vacant	38	5.7
Streets	152	22.7
TOTAL	671	100

Source: Escambia County Community Redevelopment Agency, June 2011; the results have been adjusted for rounding. The acreage figures are an approximation.

Residential

Over half (55%), which is a reduction from the 62.2% in June 2002 of the Barrancas Redevelopment Area consists of residential uses. The residential areas include single-family and multiple-family dwellings with a limited scattering of mobile homes.

The reduction of residential is primarily due to the demolition of the 88 military housing units previously located at the Lexington Terrace property.

Commercial

Commercial activity is concentrated along the northern side of Barrancas Avenue and on the eastern edge of the Barrancas Redevelopment Area fronting Bayou Chico.

Industrial

Industrial activity is found along Bayou Chico on the eastern boundary of the redevelopment area. A windshield survey indicates that several of the existing commercial businesses fronting Olde Barrancas Avenue are no longer in operation.

Conclusions

The most significant finding is that over half of the area (55%) is identified as residential dwellings. With this high concentration of residential dwellings in the area, it would appear that a “town center” created on the existing triangle at the intersections of Barrancas and Olde Barrancas Avenues could be supported by the local population.

Existing Housing Conditions

A direct evaluation of the area housing conditions was completed through a residential housing survey. NEFI staff conducted a field evaluation during March 2002. Area houses were evaluated based upon the following established conditions criteria:

- 1. Excellent condition** - No or very minor repair required.
- 2. Good condition**– Possibly requiring paint. There may be evidence of aging. No structural repair is necessary.
- 3. Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy related improvements. Roofing work may be required as well.
- 4. Poor condition** – Obvious structural damage exists. The entire structure may be leaning, the floor may

be settling in places, and there may be evidence of water damage.

5. Dilapidated condition – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

The survey results are presented in **Table 4-3** below.

Table 4-3: Existing Housing Conditions, March 2002

Housing Conditions	Number of Structures	Percent of Total
1 = Excellent	12	0.9%
2 = Good	7	0.5%
3 = Fair	1254	93.9%
4 = Poor	63	4.7%
5 = Dilapidated	0	0%
Total	1,336	100%

Source: NEFI & CRA, June 2011; the results have been adjusted for rounding

Based upon the results of the survey, the following conclusions can be drawn from the data collected:

- Nearly ninety-four percent (98.6%) of the existing housing stock in the redevelopment area is in “fair” or “poor” condition. This is a drastic increase from the 69.31% stated in the Plan adopted in 2002. As stated previously in the plan, the decrease in housing conditions is widely due to the impact of Hurricane Ivan in 2004.
- Only 0.9 percent of the houses are considered to be in excellent condition, requiring very minor or no repairs.
- It should be noted that mobile homes are not included. Based upon an existing land use field survey completed by the CRA, only eleven mobile homes were identified in the Barrancas Redevelopment Area. Using the conditions criteria, these mobile homes appeared to be in “fair” to “poor” condition.

Crime

Crime and the perception of crime are major contributing factors to blight in the area. The works of clean sweeps conducted by both the County and the Escambia County Sheriff's Office have helped reduce the amount of blight and perception of crime as a whole. The Sheriff's Office indicated that the percentage rate of both violent and non-violent crimes in the Barrancas Redevelopment Area at the time of adoption in 2002 was more than twice as much as Escambia County as a whole. Violent crimes included aggravated assault, criminal homicide, forcible rape, and robbery. Non-violent crimes consisted of burglary, larceny, and motor vehicle theft. The CRA is hopeful that the implementation of the plan and several improvements constructed throughout the Barrancas area along with the grant programs readily available for the residents and stakeholders will reduce the crime rate.

6. PLAN IMPLEMENTATION

1. Neighborhood Organization/Corporation

The non-profit Barrancas Community Improvement Association has played a major role in the implementation of this plan. With representation from the diversity of neighborhood and commercial interests, it provides an ongoing forum for public input and encouragement of individual and group efforts to carry out the plan.

2. Other Staffing

The Community Redevelopment Agency will continue to be responsible for overseeing the implementation of this plan. The County Development Services Department, the County Public Works Department, the County Community and Environment Department, the County Parks and Recreation Department, the Sheriff's Office, ECUA, local citizen groups and the Barrancas Redevelopment Area residents will also continue to play a vital role in the implementation of this plan.

3. Code Enforcement and Housing Rehabilitation

As outlined in earlier sections, an important element of this redevelopment program is a systematic enforcement of all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The formation of a Code Compliance Team from Environmental Enforcement, Building Inspections, and the Sheriff's Office will reinforce these efforts. Yard debris and deferred home and building maintenance are the most obvious and widespread problems in the Barrancas area.

4. Housing Rehabilitation and Commercial Reinvestment Financing

As the redevelopment plan is being implemented, a variety of funding sources have been utilized to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This includes CDBG funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The Manager of the CRA will continue to work with the

NEFI to implement these programs.

In addition to targeted bank financing, the principal commercial revitalization incentives will continue to be:

- Low interest small business loans
- Public improvements including sidewalks, street resurfacing, streetscaping and beautification, drainage improvements, etc.
- Brownfields financial assistance, loans, tax and other incentives
- A concerted package of such programs to further commercial development along Barrancas Avenue, Olde Barrancas Avenue, and the Bayou Chico waterfront.

5. Housing Construction

The Agency will continue to promote in-fill construction on scattered vacant parcels by private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and AMR Pensacola.

6. Zoning

Currently, no zoning changes are proposed in the Barrancas Redevelopment Area. However, the CRA will continue to work with the Development Services Department to pursue future rezoning cases to promote healthy zoning patterns for the Barrancas area.

7. Tax Increment Financing

TIF is a funding mechanism for redevelopment authorized by Chapter 163, Florida Statutes. Eligible activities likely to utilize TIF funds in the Barrancas Redevelopment Area will be the acquisition of land capital improvement projects, demolition of deteriorated structures, site preparation, administration and infrastructure improvements.

8. Other Financing/Funding Sources

The following are the other principal funding mechanisms likely to be used in implementing this plan:

- **Community Development Block Grant Funds**
This approximately \$2,000,000 annual HUD grant is the source of the initial administrative budget. These funds will also be used for housing rehabilitation, capital improvements and possibly real estate acquisition. This source also supports portions of the CRA Facade/Sign Grant Program, the CRA Neighborhood Restoration Program and the Brownfields Program.
- **Florida Department of Transportation (FDOT)**
FDOT funds include both the traditional highway construction budget and (although underfunded) the special “enhancement” funds that emphasize right of way improvements such as landscaping, sidewalks/bikeways and drainage. In both cases, the key is to have the project included in the long range plan (Year 2020) and then on both the Metropolitan Planning Organization and FDOT five-year capital programs.
- **Local Option Sales Tax**
The voter-approved sales tax fund will continue to be used for park and other capital improvement projects, such as the Mahogany Mill Boat Ramp and Road project.
- **State and Federal Housing Programs**
The proposed housing construction is expected to be assisted by several alternative programs including the State SHIP program and the Federal (HUD) HOME program.
- **U.S Environmental Protection Agency Brownfields and UST Fields Grant Awards**
The County’s Brownfields Pilot Program may use the above grant awards to assist in site assessment, cleanup, and/or redevelopment of real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. EPA Underground Storage Tanks (UST) Fields funds are limited to assist sites with underground storage tanks.

- **Brownfields Program**

A series of assistance programs are available for developers, property owners, sellers, or buyers interested in real property, the expansion, redevelopment, or reuse of which may be complicated by the presence of a hazardous substance, pollutant, or contaminant. Prime examples include job creation tax credits, voluntary cleanup tax credits, liability protection, low interest revolving loan funds and loan guarantees.

On May 5, 2011, the BCC voted to designate all the parcels located within the Community Redevelopment Areas boundaries as Brownfields. This innovative and progressive decision helps the property owners either residential or commercial to utilize a number of incentives for site assessment, cleanup, and redevelopment.

9. Property Acquisition, Controls and Disposition

There is no intent to acquire occupied structures, which in turn would necessitate relocation procedures. The plan calls for the possible future acquisition of vacant land for housing construction; these may or may not be acquired by the County.

The adoption of the RA-1(OL) Barrancas Redevelopment Area Overlay District into the County's LDC in 2005 instituted provisions for adequate land use and site design controls. The Future Land Use Element of the Comprehensive Plan also controls density limitations for the County as a whole.

The Community Redevelopment Agency is authorized under the Act to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated sale or lease. All real property acquired by the Agency in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act.

The Agency may reserve such powers and controls through disposition and development documents with purchasers or lessees of real property from the reasonable period of time and that such development is carried out pursuant to the Plan.

General

To provide adequate safeguards to ensure that the provisions of the Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency in the Redevelopment Area shall be subject to the development provisions of the Plan.

Purchase and Development Documents

The leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed by the Agency may contain restrictions, covenants, covenants running with the land, conditions subsequent, equitable servitude, or such other provisions necessary to carry out the Plan.

Obligations to be Imposed on Developers

All property in the Redevelopment Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, age or national origin, in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of property in the Redevelopment Area.

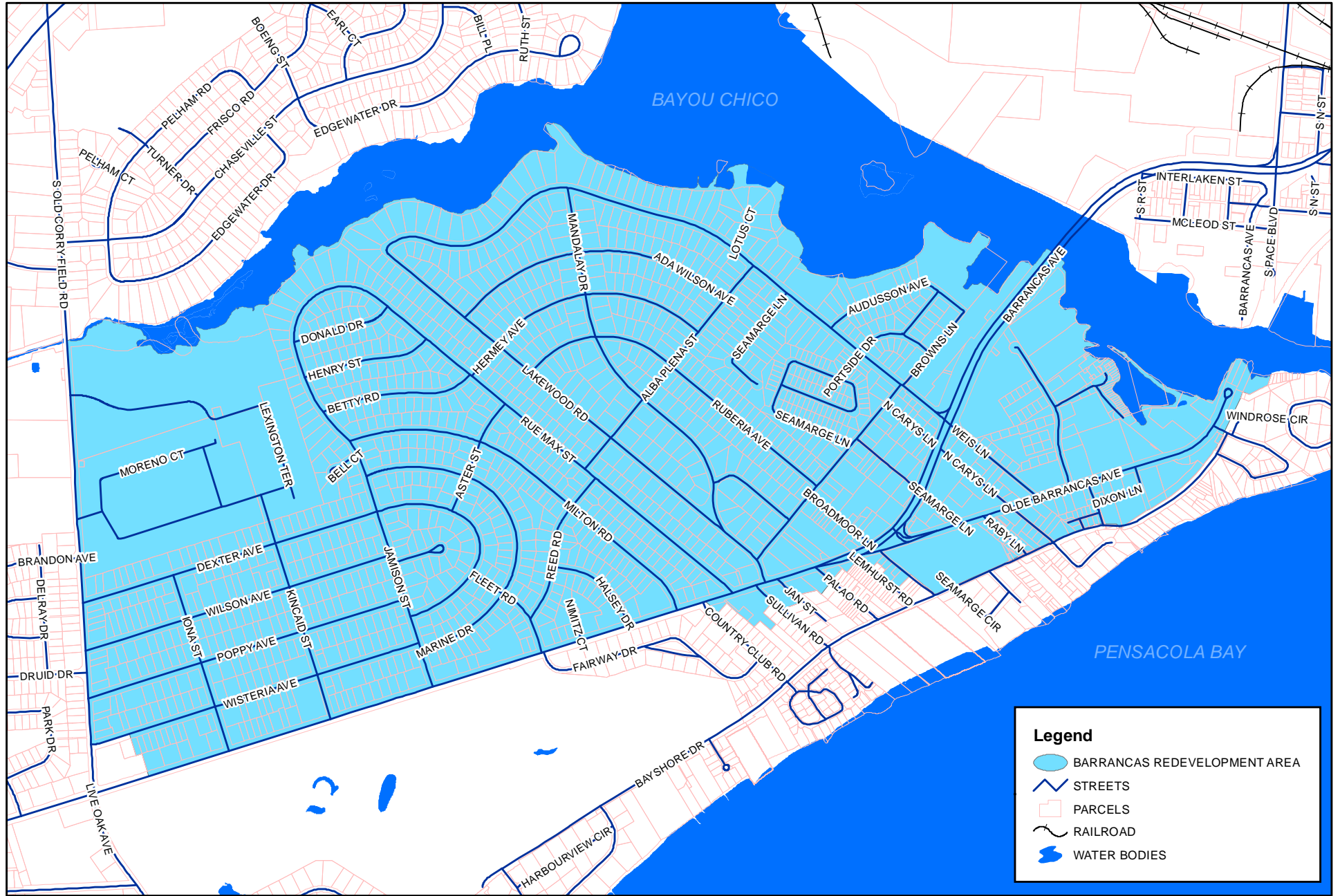
7. LEGAL DESCRIPTION

The **Barrancas Redevelopment Area** is that real property in Escambia County within the following described boundary and as illustrated in the map on Page iii:

Beginning At The Southeast Corner Of Lot 5, **Subdivision Portion Of Brent Island**, Recorded In Plat Book 4 At Page 78 Of The Public Records Of Said County, Lying In Section 59, Township 2 South Range 30 West Of Escambia County, Florida; Thence Proceed Southwest Along The South Line Of Said Subdivision To The East Right-Of-Way Line Of An Abandoned Railroad Right-Of-Way; Thence Proceed Southwest Along Said Abandoned Railroad Right-Of-Way To The North Right-Of-Way Of Bayshore Drive (Private Road) As Recorded In Official Record Book 1833, At Page 81; Thence Proceed Southwesterly Along Said Northerly Right-Of-Way To The East Line Of **Tradewinds Subdivision**, As Recorded In Plat Book 10, At Page 6, Lying In Section 59, Township 2 South, Range 30 West Of Said Escambia County; Thence Proceed Northerly Along Said East Line And Its Northerly Extension To The Northerly Right-Of-Way Line Of Bayshore Drive; Thence Proceed Westerly Along Said Northerly Right-Of-Way To The Easterly Right-Of-Way Line Of Broadmoor Lane; Thence Proceed Northerly Along Said Easterly Right-Of-Way To Its Intersection With The Easterly Extension Of The South Line Of The Parcel Recorded In O.R. Book 3890, At Page 293 Of The Public Records Of Said County; Thence Proceed Southwesterly Along Said Property Line Extension And Along Said Parcel To The Southwest Corner Of Said Parcel On The Easterly Right-Of-Way Line Of Lemhurst Road; Thence Proceed Northwesterly Along Said Easterly Right-Of-Way To The South Line Of The Parcel Recorded In O.R. Book 4584, At Page 867 Of The Public Records Of Said County; Thence Proceed Northeasterly Along Said South Line To The East Line Of Said Parcel; Thence Proceed Northwesterly Along Said East Line To The Northeast Corner Of Said Parcel; Thence Continue Along The East Line Of The Parcel Recorded In O.R. Book 4574, At Page 78 Of The Public Records Of Said County To The North Line Of Said Parcel; Thence Proceed Southwesterly Along Said North Line To The East Right-Of-Way Of Lemhurst Road; Thence Proceed Northwesterly Along Said East Right-Of-Way To The Intersection Of The South Right-Of-Way Line Of Barrancas Avenue; Thence Proceed Southwesterly Along Said South Right-Of-Way To The Northeast Corner Of The Parcel Recorded In O.R. Book 4531, At Page 170 Of The Public Records Of Said County; Thence Proceed Southeasterly To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R. Book 3629, At Page 920 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The East Right-Of-Way Line Of Palao Place; Thence Proceed Southeasterly To The West Right-Of-Way Line Of Palao Place Also Being The Southeast Corner Of The Parcel Recorded In O.R. Book 2383, At Page 650 (Parcel 1&3) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R. Book 2383, At Page 650 (Parcel 2) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Jan Street, Also Being The East

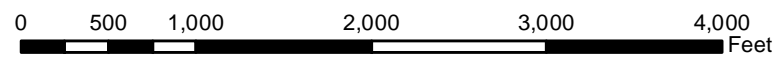
Line Of The Parcel Recorded In O.R. Book 1982 At Page 277 Of The Public Records Of Said County; Thence Proceed Southeasterly Along The East Line Of Said Parcel To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Sullivan Road; Thence Proceed Northwesterly Along Said Westerly Right-Of-Way Line To The Northeast Corner Of The Parcel Recorded In O.R. Book 4244, At Page 355 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The North Line Of Said Parcel To The Northwest Corner Of Said Parcel; Thence Proceed Southeasterly Along The West Line Of Said Parcel And Also The West Line Of The Parcel Recorded In O.R. Book 1003, At Page 888 Of The Public Records Of Said County To The Northeast Corner Of The Parcel Recorded In O.R. Book 4581 At Page 393 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The North Line Of Said Parcel To The East Line Of The Parcel Recorded In O.R. Book 4496, At Page 1188 Of The Public Records Of Said County; Thence Proceed Northwesterly Along The East Line Of Said Parcel To The Northeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The North Line Of Said Parcel To The Northwest Corner Of Said Parcel Also Being On The East Line Of **Suburban Homes Subdivision** As Recorded In Plat Book 1, At Page 72, Lying In Section 50, Township 2 South Range 30 West Of Said Escambia County, Thence Proceed Northwesterly Along The East Line Of Said Subdivision To The Southeast Corner Of The Parcel Recorded In O.R. Book 826, At Page 217 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Easterly Right-Of-Way Line Of Country Club Road; Thence Proceed Northwesterly Along The East Right-Of-Way Line Of Said Road And Its Northwesterly Extension To The Centerline Of Barrancas Avenue; Thence Proceed West Along The Centerline Of Barrancas Avenue To The Southerly Extension Of The East Line Of Lot 28, Block 1, Aero Vista Subdivision As Recorded In Plat Book 1, At Page 31 Of The Public Records Of Escambia County, Florida; Thence Proceed Northerly Along The East Line Of Lot 28 To The Northeast Corner; Thence Westerly Along The North Line Of Said Lot 28 To The Southeast Corner Of Lot 15, Block 1 Of Said Aero Vista Subdivision ; Thence Northerly Along The East Line Of Said Lot 15 And Its Northerly Extension To The Centerline Of Wisteria Avenue; Thence Proceed West Along The Centerline Line Of Said Wisteria Avenue To The Centerline Of Corry Field Road; Thence Proceed Northeasterly Along The Centerline Of Said Corry Field Road To The Intersection Of The Centerline Of Jackson Creek; Thence Meander Easterly Along The Centerline Of Jackson Creek To Its Intersection With The Westerly Shoreline Of Bayou Chico; Thence Meander Southeasterly Along The Southerly Shore Of Bayou Chico To The Mouth Of Bayou Chico Basin; Thence Meander Westerly And Southerly Along The Westerly Shoreline Of Said Basin Also Being The East Line Of **Bayou Chico Basin Subdivision** As Recorded In Plat Book 12 At Page 46 Of The Public Records Of Said County; Thence Meander Easterly Along The Southerly Shoreline Of Bayou Chico Basin To The Easterly Shoreline Of Said Basin; Thence Meander Northerly Along The Easterly Shoreline Of Said Bayou Chico Basin To The Mouth Of Said Basin; Thence Meander Southeasterly Along The Southerly Shore Of Bayou Chico To The East Line Of Lot 5, **Subdivision Portion Of Brent Island**, Recorded In Plat Book 4 At Page 78, Lying In Section 59, Township 2 South, Range 30 West Of Said Escambia County; Thence Proceed Southerly Along The East Line Of Said Lot 5 To The Southeast Corner Of Said Lot 5 And The Point Of Beginning.

BARRANCAS REDEVELOPMENT AREA



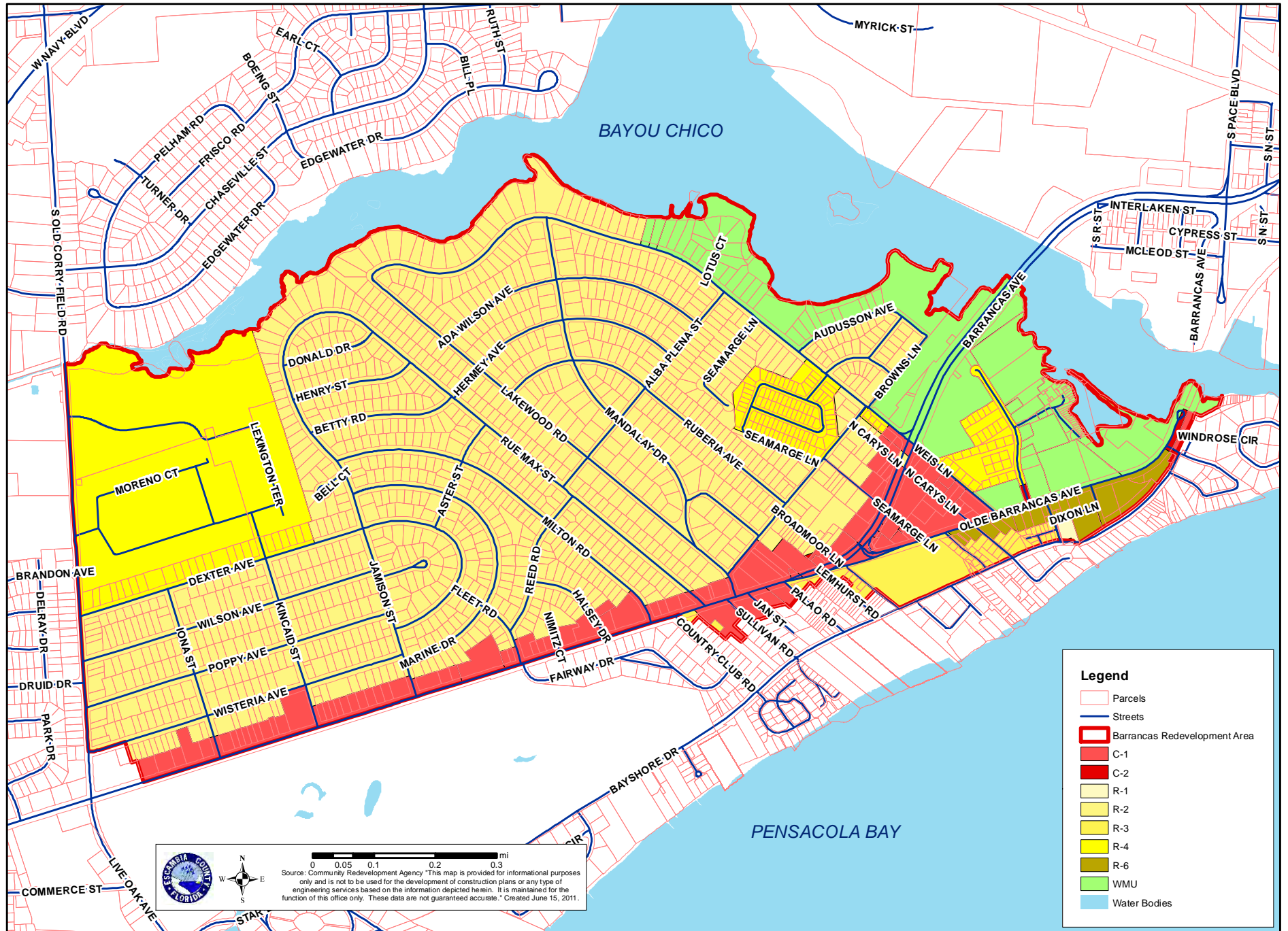
Legend

- BARRANCAS REDEVELOPMENT AREA
- STREETS
- PARCELS
- RAILROAD
- WATER BODIES

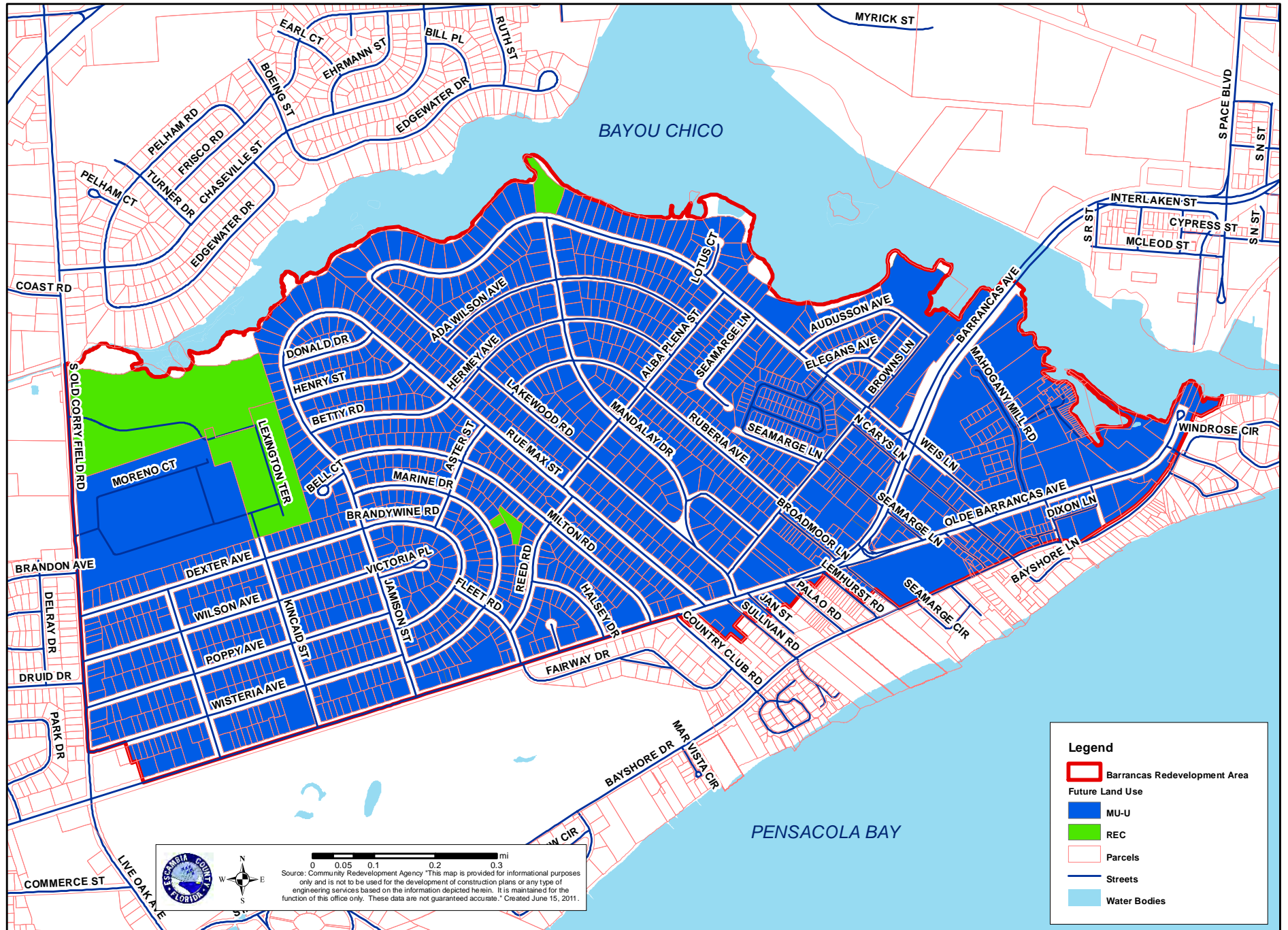


Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created July 5, 2011.

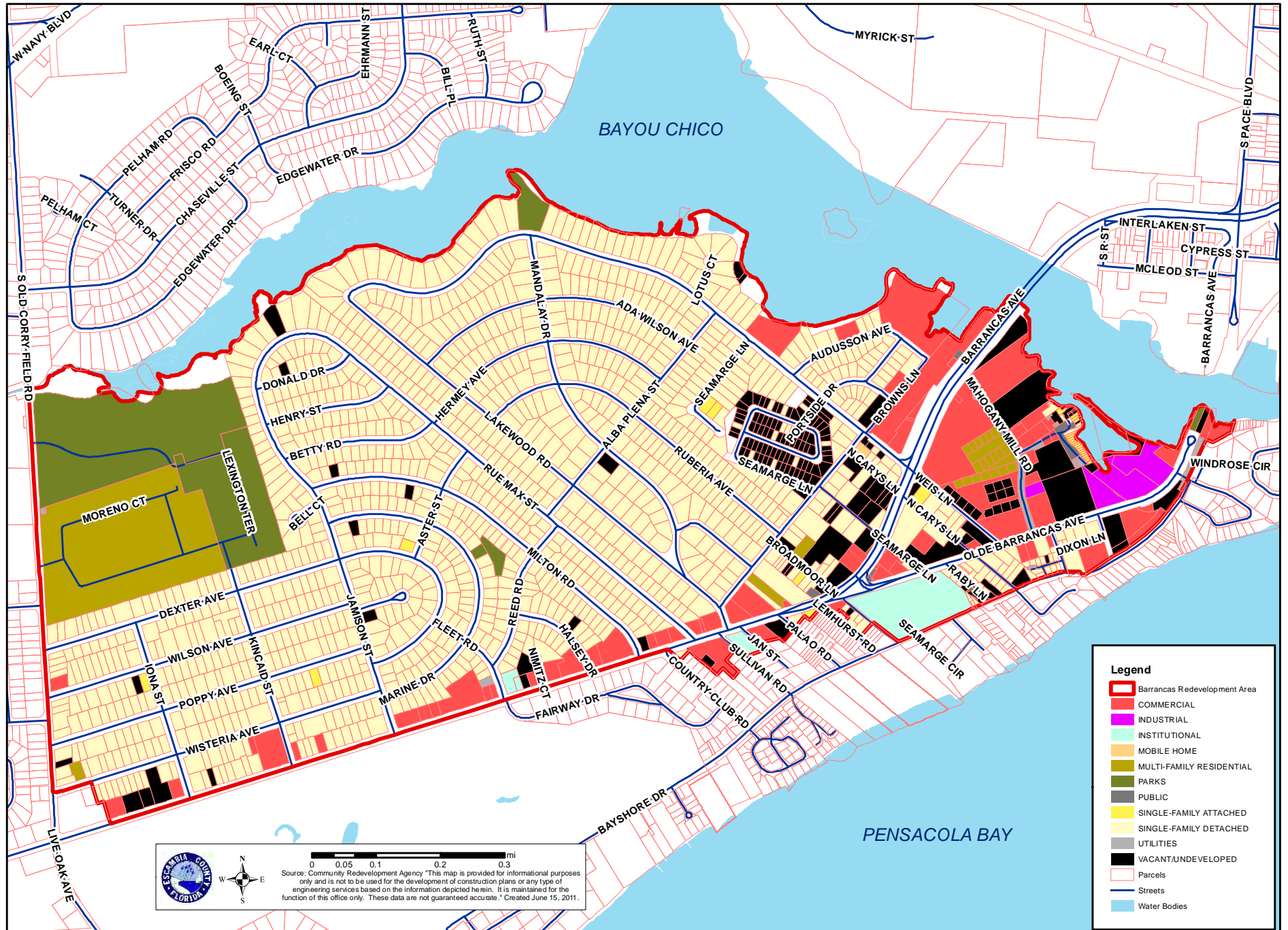
BARRANCAS REDEVELOPMENT AREA: ZONING



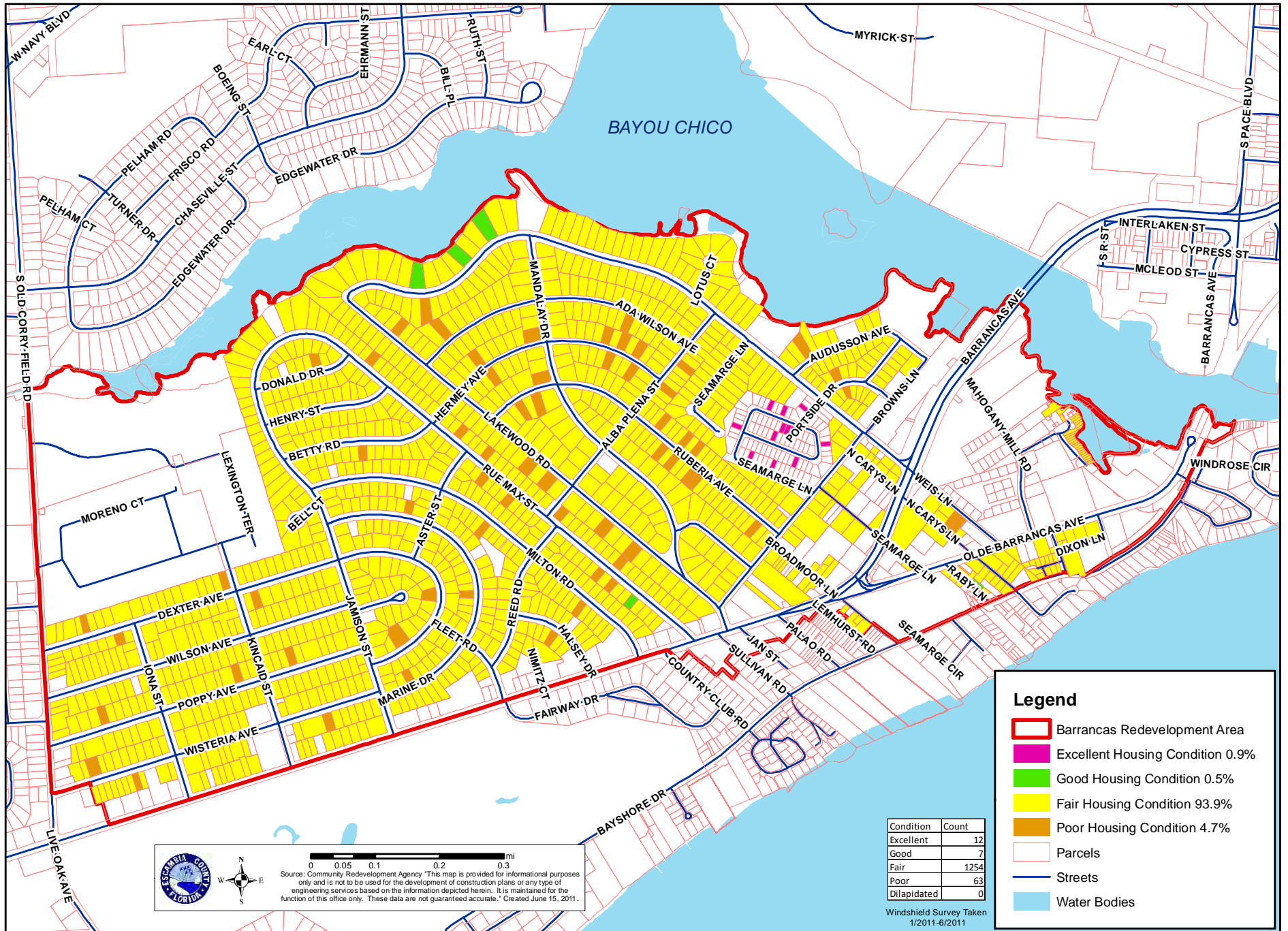
BARRANCAS REDEVELOPMENT AREA: FUTURE LAND USE



BARRANCAS REDEVELOPMENT AREA: EXISTING LAND USE

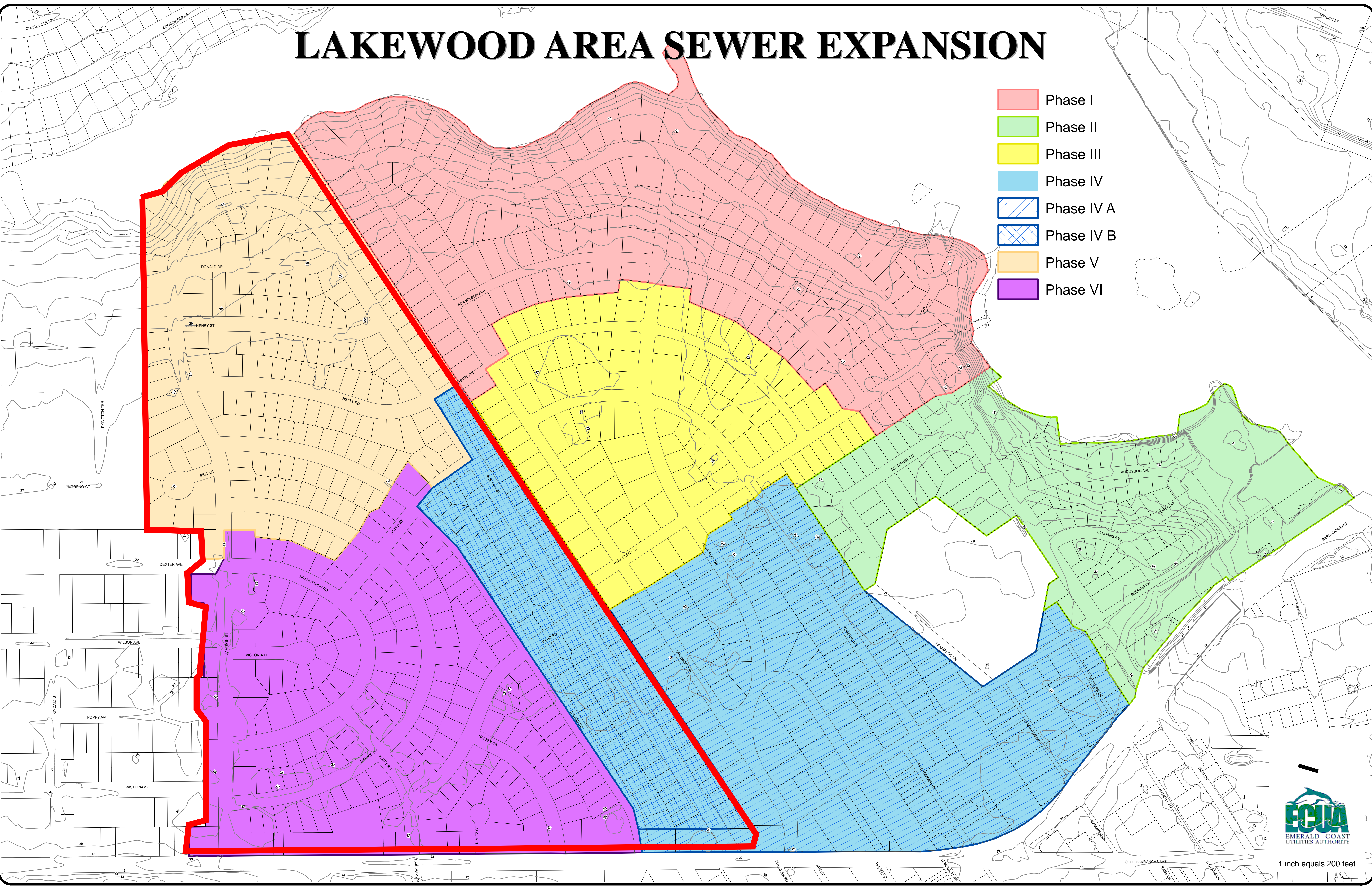


BARRANCAS REDEVELOPMENT AREA: HOUSING CONDITIONS



LAKEWOOD AREA SEWER EXPANSION

- Phase I
- Phase II
- Phase III
- Phase IV
- Phase IV A
- Phase IV B
- Phase V
- Phase VI



1 inch equals 200 feet

Barrancas Community Redevelopment Plan Update

Staff Analysis for Determination of Conformance with Comprehensive Plan

Introduction

The Board of County Commissioners (BCC) adopted the initial Barrancas Redevelopment Plan, along with the area boundaries, on September 19, 2002. The original plan contains demographic information, redevelopment and plan implementation strategies, and a capital improvement program projects schedule. All the original capital improvement projects and several other plan recommendations have been completed since plan implementation.

The updated plan includes updated demographic information and housing conditions, revised redevelopment and implementation strategies, and updated capital improvements program projects schedule and updated maps such as zoning, future land use and existing land use.

Section 163.360 (4), Florida Statutes states “Prior to its consideration of a community redevelopment plan, the community redevelopment agency shall submit such plan to the local planning agency of the county or municipality for review and recommendations as to its conformity with the comprehensive plan for the development of the county or municipality as a whole. The local planning agency shall submit its written recommendations with respect to the conformity of the proposed community redevelopment plan to the community redevelopment agency within 60 days after receipt of the plan for review.”

Future Land Use Element

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County shall implement a planning framework that defines, supports, and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

Analysis

The CRA continues to support and require all new development or redevelopment within all five Community Redevelopment Areas to meet the requirements of the County’s adopted Future Land Use Map categories. The CRA submits comments on all Development Review applications that fall within redevelopment areas and verifies that each application meets the requirements for both the specific redevelopment plans and the comprehensive plan.

OBJ FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the 1995 Community Redevelopment Strategy, as may be updated from time to time.

Analysis

The accomplishments and proposed capital improvement projects presented in the updated plan show the CRA's continued support and efforts of the 1995 Community Redevelopment Strategy.

Infrastructure Element

OBJ INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

OBJ INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

Analysis

The plan supports the expansion of sewer service in the Barrancas Community Redevelopment Area to stimulate private sector reinvestment. In fact, the Lakewood Sewer Expansion project is underway and full details are stated in the updated plan.

GOAL INF 3 STORMWATER MANAGEMENT

Escambia County shall ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

OBJ INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

Analysis

The plan supports the improvement of the existing stormwater management systems in the area through the implementation of stormwater management solutions during the construction of capital improvement projects.

Recreation and Open Space Element

GOAL REC 1

Escambia County shall create recreational opportunities for the citizens of Escambia County through the provision of County facilities and coordination with state and federal agencies and the private sector.

OBJ REC 1.1 Recreational Facilities Access

Continue to develop and improve public awareness of and physical access to all recreation facilities.

Analysis

The plan provides for the enhancement of Lexington Terrace Park by adding additional improvements and amenities. The smaller neighborhood parks also offer opportunities for the CRA to construct further improvements.

Also, the newly constructed pocket park located at the east end of Olde Barrancas Avenue shows the CRA's determination to promote outdoor activities.

Capital Improvement Element

GOAL CIE 1 CAPITAL FACILITIES

The Capital Improvements Element shall be used to efficiently meet the needs of Escambia County for the construction, acquisition or development of capital facilities necessary to correct existing deficiencies, to accommodate desired future growth and to replace obsolete or worn out facilities.

OBJ CIE 1.2 Five-Year Schedule

Maintain a Five-Year Schedule of Capital Improvements as the specific guide the County will use to determine construction of capital facilities and maintenance of LOS standards.

Analysis

The updated plan provides a list of proposed capital improvement projects for the implementation to address existing deficiencies and/or replace obsolete or deteriorating facilities within the Barrancas Community Redevelopment Area.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1556

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Deleting Certain Board Policies Concerning the Public Safety Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Deleting Certain Board Policies Concerning the Public Safety Department – Michael D. Weaver, Public Safety Department Director

That the Board approve deleting from the Board of County Commissioners' Policy Manual the following policies concerning the Public Safety Department, which are no longer relevant:

A. Section II, Part D.5, Dispatch of Standby Ambulance for Community Events, effective August 30, 1979, which is not necessary as the rate for this service is dictated by the current Ambulance Fee Schedule and authorization for provision of such service is within the purview of the Public Safety Department Director;

B. Section IV, A.1, Sale and Purchase of Equipment Among Volunteer Fire Departments, effective January 26, 1988, which is not necessary as these functions are within the purview of the County Fire Chief; and

C. Section IV, A.2, Assisting Volunteer Fire Departments in Routine Road Maintenance, effective June 24, 1986, which is not necessary as such maintenance is within the purview of the County Fire Chief.

BACKGROUND:

The referenced policies have been in effect 23 to 32 years and are no longer relevant for the reasons listed and should be deleted to avoid confusion with regard to such issues.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Such action requires approval by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Dispatch of Standby Ambulance

Sale & Purchase of Equipment - VFD

Routine Rd Maint - VFD

Board of County Commissioners

Escambia County, Florida

Title: Dispatch of Standby Ambulance for Community Events,
Section II, Part D.5

Date Adopted: August 30, 1979

Effective Date: August 30, 1979

Reference:

Policy Amended:

- A.** The County Administrator is authorized to dispatch and reimburse, when appropriate, to Emergency Medical Services, for standby ambulance services by EMS of community events on the following basis:
1. For community events where tickets are sold, an admission charged, for-profit activities are held, a charge will be made of \$35.00 for the first hour, and \$10.00 for each additional hour.
 2. For community events for the participation of the general public, with no commercial sponsor, standby ambulance service will be provided by the Board of County Commissioners through the County Administrator.
- B.** Such service shall be provided only when the County Administrator determines that such dispatching of ambulances is required in the public interest, in light of all relevant considerations including
1. the likelihood that services would be required because of potential for accident or injury
 2. the expected public turnout
 3. the proximity of the event to existing medical service providers
 4. the impact upon the County EMS resources for the period during the event
 5. the ability of the dispatched unit to continue service coverage from the station at the event.

* NOTE: The fee structure referred to under A.1., is based on the current ambulance service fee schedule approved for 1979-80. Please see current fee schedule for this fee in subsequent fiscal years, as the fee schedule is usually reviewed annually.

Board of County Commissioners

Escambia County, Florida

Title: Sale and Purchase of Equipment Among Volunteer Fire Departments, Section IV, A.1
Date Adopted: January 26, 1988
Effective Date: January 26, 1988
Reference:
Policy Amended: None

- A.** Whenever the Volunteer Fire Departments wish to Sell or Purchase equipment among the various departments, the following procedure shall be followed:
1. The equipment will be appraised by the Clerk of the Circuit Court's office and a dollar value shall be placed on the equipment, in the event the dollar amount as determined by the Clerk of the Circuit Court's Office is in excess of the Purchasing Ordinance, the Board of County Commissioners must waive the bid requirements;
 2. When a dollar value has been determined, the equipment will be placed on the County property records as County property;
 3. The priority in which a Department receives the equipment shall be in accordance with the priority as established by the Escambia County Volunteer Firemen's Association and approved by the Board of County Commissioners;
 4. Once the equipment has been sold, the Department receiving the equipment will have its budget debited of the dollar amount, as established by the Clerk of the Circuit Court's Office, for the equipment. The Department which sold the equipment will have its budget credited for the dollar amount, as established by the Clerk of the Circuit Court's Office, for the equipment. The proceeds from the sale of the equipment may be used to augment the selling departments operating or capital budget, with the understanding, that title to any equipment purchased solely with these funds will remain in the name of the selling department, or the selling department may receive a lump sum settlement, and;
 5. In the event the selling department desires to commingle these funds with funds appropriated under the MSBU, title to any capital asset shall be vested in the County. Upon the sale or disposal of this class of property, the County and the Department shall receive its pro rata share of the proceeds based upon the ratio of the original investment.
- B.** Equipment (for purposes of the policy) is defined as any tools, vehicles, etc., which is used if fighting fire and has an appraised value.

Board of County Commissioners
Escambia County, Florida

Title: Assisting Volunteer Fire Departments in Routine Road Maintenance, Section IV, A.2
Date Adopted: June 24, 1986
Effective Date: June 24, 1986
Reference:
Policy Amended: None

- A. Routine maintenance of parking areas and/or driveways adjoining Volunteer Fire Department Stations may be accomplished with Road Operations personnel and County Materials under the following conditions:
1. That said maintenance meets the definition of routine maintenance as defined in the Board of County Commissioner's Policy Manual, Section III, Road Operations C3A (See attached definition)
 2. That any Volunteer Fire Department requiring routine maintenance submit a letter to the appropriate Commissioner for inclusion of the work on the Commissioner's Road Operations Maintenance List.
 3. Materials used in maintenance work will be limited to \$1,000 annually, per Department.
 4. The Road Operations Department will be reimbursed for the cost of materials used in routine maintenance activities by the Department which receives the services.
 5. Only those Departments which have requested that a line item (for such maintenance work) be established in their budgets will be eligible for this type of maintenance work.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1585

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

Attachments

Disposition of Property Public Safety

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330302/330402

John Sims DATE: 29-Sep-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49189	CPXJ Laptop	44YN501	CPXL	2000	Obsolete
Y	54901	Optiplex GX 620 Computer	1V5PW91	GX620	2006	Obsolete
Y	54998	Latitude D510 Laptop Computer	JKP62B1	Latitude 510	2006	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): TROY ROBINSON
Print Name

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

Computer is Ready for Disposition

Date: 29 SEP 11 Information Technology Technician Signature: 

TO: County Administration Date: 9/30/11
FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 10/4/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver, ~~CAPT~~
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-1596

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Issuance of Emergency Medical Services Certificates of Public Convenience and Necessity

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advance Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2012, through December 31, 2012; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

BACKGROUND:

In accordance with Florida Statutes, Chapter 401 and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a *Certificate of Public Convenience and Necessity* from the Escambia County Board of County Commissioners prior to providing Advance Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital NeoNatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found in the public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.

2. Baptist Hospital's LifeFlight provides ALS air response transportation to the entire area of Escambia County. LifeFlight is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.

3. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.

4. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.

5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

[atmore bls con](#)

[atmore con](#)

[baptist hospital con](#)

[escambia county con](#)

[lifeguard ambulance bls con](#)

[lifeguard ambulance con](#)

[sacred heart hospital con](#)

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide
Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide BLS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
Unless certificate is sooner revoked or
suspended)

Limitations: Non-emergency transports only.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin W. White, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Provide Advanced Life Support services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin W. White, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Baptist Hospital(LifeFlight) has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Baptist Hospital BaptistFlight.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin W. White Chairman

BCC Approved: _____

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Board of County Commissioners
Kevin W. White, Chairman

By: _____
Deputy Clerk

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide
Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to
the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide BLS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
(Unless certificate is sooner revoked or
suspended)

Limitations: Non-emergency transports only.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin W. White, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin W. White, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Kevin w. White, Chairman

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1548

County Administrator's Report Item #: 12. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Adoption of a Maintenance Map for a portion of Eastman Lane in the Cottage Hill area

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adoption of a Maintenance Map for a Portion of Eastman Lane in the Cottage Hill Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area:

A. Adopt a Maintenance Map, Map Number L-4890-M, for a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way, specifically that parcel of land as described in Official Record Book 6013, at Page 1966;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

The County has maintained a portion of Eastman Lane – approximately 200 feet in length, lying north of McKenzie Road – in the Cottage Hill area, as depicted on the Map, Number L-4890-M, specifically that portion of Eastman Lane that lies within that parcel of land described in Official Record Book 6013, at Page 1966.

BACKGROUND:

The County has maintained a portion of Eastman Lane– approximately 200 feet in length, lying north of McKenzie Road– in the Cottage Hill area, as depicted on the accompanying Map, Number L-4890-M, specifically that portion of Eastman Lane that lies within that parcel of land described in Official Record Book 6013 at page 1966.

Chapter 95.361 Florida Statutes asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The statute - Roads Presumed to be Dedicated – contains three

key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map number L-4890-M, depicting the extent of County Maintenance, was produced under the supervision of the County Engineer. By signing the Map, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the Map in the Public Records, as described in Florida Statutes, Chapter 95.361.

BUDGETARY IMPACT:

Indirect staff cost associated with field surveys and preparation of required documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Specific Purpose Survey has been prepared under the direction of and certified by the County Surveyor, R. S. Colocado, PSM, Florida Registration No. 6049. Based on direction from the County Attorney's Office, the Map does not require legal sign-off.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's policy of doing no Public maintenance on private property and Florida Statutes, Chapter 95.361.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, the Map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps.

The Road Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

Attachments

FS_95 361

Maint Map

Aerial

Select Year:

The 2010 Florida Statutes

[Title VIII](#)[Chapter 95](#)[View Entire Chapter](#)

LIMITATIONS

LIMITATIONS OF ACTIONS; ADVERSE POSSESSION

95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02\(2\)](#). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

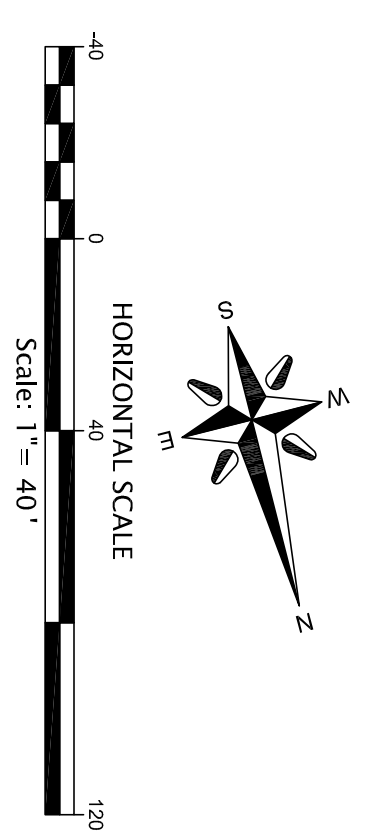
shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

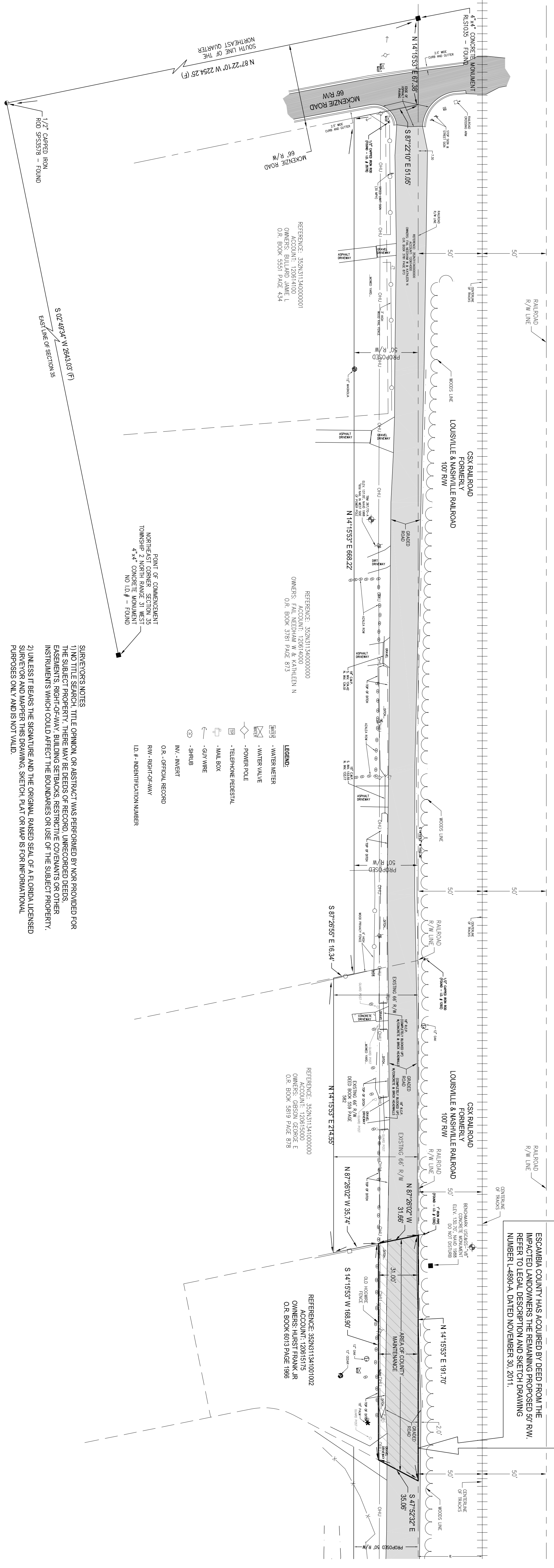
(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.—Former s. 337.31.



NOTE:
 AREA OF COUNTY MAINTENANCE DEPICTED ON THIS SURVEY IS OVER ONLY THAT PARTICULAR PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6013 AT PAGE 1966, PARCEL REFERENCE NUMBER 35-2N-31-1941-001-002.
 ESCAMBIA COUNTY HAS ACQUIRED BY DEED FROM THE IMPACTED LANDOWNERS THE REMAINING PROPOSED 50' R/W. REFER TO LEGAL DESCRIPTION AND SKETCH DRAWING NUMBER L-4890-A, DATED NOVEMBER 30, 2011.



- LEGEND:**
- WATER METER
 - WATER VALVE
 - POWER POLE
 - TELEPHONE POLE
 - MAIL BOX
 - GUY WIRE
 - SHRUB
 - IRON PIN
 - O.R. - OFFICIAL RECORD
 - R/W - RIGHT-OF-WAY
 - ID # - IDENTIFICATION NUMBER

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 GASED SEAL OF A FLORIDA LICENSED SURVEYOR AND THE SURVEYOR'S STATION PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. GAS, WATER, FIBER OPTIC CABLE AND CABLE TV MARK-OUTS WERE PROVIDED BY OTHERS AND NOT FIELD VERIFIED.
- 4) ALL ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
- 5) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 6) FIELD DATE: OCTOBER 12, 2010- FIELD NOTES RECORDED IN FIELD BOOK 387, PAGES 60-76.
- 7) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD, ESCAMBIA COUNTY PROPERTY APPRAISERS' MAPS, LEGAL DESCRIPTION AND SKETCH FOR 50-FOOT R/W BY R. S. COLOCCAO, ESCAMBIA COUNTY SURVEYOR, DRAWING NUMBER L-4890-A, DATED NOVEMBER 30, 2010 AND EXISTING FIELD MONUMENTATION.
- 8) NORTH AND BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 82°30'34" WEST ALONG THE EAST LINE OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 31 WEST, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, ELEVATION 130.53 NAVD 1988.
- 9) TEMPORARY BENCHMARKS AND ELEVATIONS SHOWN HEREON ARE REFERENCED TO BENCHMARK "V-4".

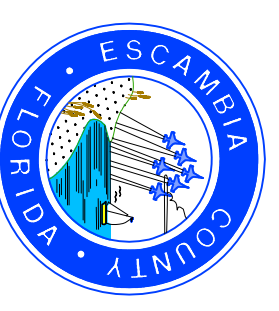
THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING AND LOCATING THE LIMITS OF MAINTAINED RIGHT-OF-WAY AS IDENTIFIED BY ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT - RIGGS DIVISION FOR A PORTION OF EASTMAN LANE OVER THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6013 AT PAGE 1966 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
 I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS TRUE, ACCURATE AND COMPLETE DESCRIPTION OF THE SURVEY PROPERTY AND THAT I AM A LICENSED SURVEYOR AND THAT I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY ENTITY OTHER THAN ESCAMBIA COUNTY. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY ENTITY OTHER THAN ESCAMBIA COUNTY. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY ENTITY OTHER THAN ESCAMBIA COUNTY. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY ENTITY OTHER THAN ESCAMBIA COUNTY. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY ENTITY OTHER THAN ESCAMBIA COUNTY.

STATE OF FLORIDA
 COUNTY OF ESCAMBIA
 THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2011, BY ARON SMITH, PROGRAM MANAGER FOR ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT - RIGGS DIVISION AND I AM PRODUCED CORRECTLY AFTER FIRST BEING SWORN. THE SIGNATURE OF THE PERSONALTY KNOWN TO ME AS IDENTIFICATION _____ AS IDENTIFICATION _____

IN ACCORDANCE WITH SECTION 65.36(10), FLORIDA STATUTES, ESCAMBIA COUNTY HAS REGULARLY MAINTAINED OR REPAIRED FOR THE IMMEDIATE PAST 7 YEARS THE ROAD DESIGNATED HEREON AS EXISTING COUNTY MAINTENANCE.

ARON SMITH ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT CONSTRUCTION MAINTENANCE PROGRAM MANAGER	DATE _____ COMMISSION NUMBER: DD 98782 COMMISSION EXPIRES: MAY 31, 2014
NOTARY PUBLIC BERNIE W. MANNING PRINT OR TYPE NAME	DATE _____ R. S. COLOCCAO, P.S.M. FLORIDA REGISTRATION NO. 6049 ESCAMBIA COUNTY SURVEYOR 3883 WEST PARK PLACE PENSACOLA, FL 32509
MAP BOOK _____ PAGE _____	DEPUTY CLERK _____ CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA


ENGINEERING DIVISION ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505		The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.
DRAWN BY: M.K. / R.S.C. DESIGNED BY: R.S.C. CHECKED BY: R.S.C.	FIELD DATE: OCTOBER 12, 2010 DRAWING DATE: SEPTEMBER 23, 2011	APPROVED BY: _____ DATE: _____ REGISTERED FL. ENGINEER NO. _____ PROFESSIONAL SURVEYOR AND MAPPER NO. 6049
EASTMAN LANE SPECIFIC PURPOSE SURVEY FOR MAINTENANCE MAP		Date: _____ R.S. Colocaco, Professional Surveyor and Mapper No. 6049 State of Florida
MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT DRAWING FILE LOCATION: L:\Drawing\EASTMAN LANE\20101010.dwg TYPE OF SURVEY: SPECIFIC PURPOSE SURVEY PROJECT NO. 20100110 DISTRICT FIVE		REVISIONS: _____ DATE: _____



EASTMAN LANE



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 09/27/11 DISTRICT 5

 Escambia County Maintenance Claim



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1601

County Administrator's Report Item #: 12. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Appointment to 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 Joyce Yon, Employee Specialist, The National Caucus and Center for Black Aged, Inc., (NCBA), to the Workforce Escarosa Inc., Board of Directors as the NCBA permanent representative, effective October 20, 2011, for an indefinite term.

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.

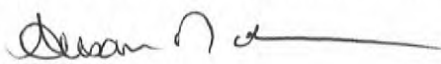
Attachments

[Resume and Appointment Info for Joyce Yon](#)



MEMORANDUM

TO: Marilyn Wesley
Escambia County Board of County Commissioners

FROM: Susan Nelms 
Executive Director

DATE: October 4, 2011

RE: The National Caucus and Center on Black Aged, Inc. Appointment

Please find enclosed a letter from John J. Eckert, Program Coordinator, The National Caucus and Center on Black Aged (NCBA), Inc., appointing Joyce Yon to represent NCBA on the Workforce Escarosa, Inc. Board of Directors. Ms. Yon will replace Mr. Eckert who currently represents NCBA on the Workforce Escarosa Board of Directors. The Workforce Investment Act of 1998 mandates an Older American Act Employment Program representative on regional workforce boards.

If you have any questions or need additional information, please contact me at 473-0939. Thank you for your assistance with the above.

/js

Enclosure

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com



The National Caucus and Center on Black Aged, Inc.
Senior Community Service Employment Program (SCSEP)
5341 Stewart Street
Milton, Florida 32570
Phone: 850-623-3046
Fax: 850-623-3045

September 23, 2011

Ms Susan Nelms
Executive Director
Workforce Escarosa
9111 Sturdevant St, Ste A
Pensacola, Fl, 32514

Dear Ms Nelms


Under the provisions of the Workforce Investment Act (WIA), Ms Joyce Yon is appointed as the permanent representative of the National Caucus and Center on Black Aged (NCBA) to sit as a member of your Workforce Board.

This appointment supersedes any previous appointments and will remain in effect until further notice from this Headquarters.

Ms Yon is a first time member of the Board but will be a benefit to the Board and NCBA.

Thanking you in advance for your consideration in this matter,

Sincerely,



JOHN J ECKERT
Program Coordinator
NCBA Florida

JOYCE MARIE YON
538 ROYCE ST, #5A, PENSACOLA, FL 32503
NCBA_JOY@COX.NET - (850) 332-6587

Early federal civil service retiree who, prior to and subsequently, acquired accounting and legal experience in the private industry. Experience includes, but is not limited to, personnel/office management, bookkeeping, accounting, legal assistant.

Experience:

Summary:

Bookkeeping/Accounting - Full Charge, General Ledger, A/R, A/P, Payroll, Taxes
Personnel/Administration - Supervisory, Hiring/Dismissal, Employee benefits
Legal - Legal Secretary, Legal Assistant, some Paralegal experience
Federal Civil Service - Military Receipts/Transfers, Education, Accounting, Clerical
Banking - Teller, Customer Service

Computer Skills - Quickbooks Pro, MS Office, MS Word, Excel, Outlook

Current:

Employee Specialist - NCBA, SCSEP (Senior Community Service Employment Program – A federally funded employment program). Recruit and assist low income senior citizen applicants who usually have other significant barriers that prevent them from securing viable jobs; place them in appropriate 501C-3 (non-profit) organizations (who have signed commitments to NCBA), in order for them to brush up on their skills and gain other experience while job searching; Recruit host agencies; monitor individual employment plans and perform frequent case managements for each participant.

Recent:

Legal Assistant - Tiffany T. Woodward, P.A. (Single practice -Family Law)
- Vernis & Bowling of NW FL
- Law Office of Patrece Cashwell (also, full charge bookkeeper)
- Law Office of James R Stokes (also, full charge bookkeeper through income taxes)

Office/Financial Manager - Dealer Parts Services, LLC (Auto wholesale parts delivery service)

Other:

Education Specialist
Accounting Technician
Civilian Payroll Technician
18 Years

Conducted Naval Rating Exams with proctor assistance; Ordered/stored textbooks and exams.
Performed tasks relative to Civilian Payroll for assigned blocks of Naval Commands.
Handled Congressional fund accounts for various Naval Commands to prevent over-obligation. Performed reconciliations with assigned Naval Commands' disbursements with reports from Dept of Defense and Finance in Washington D.C.

Education:

Blountstown High School, Blountstown, FL graduate
Pensacola Junior College, Pensacola, FL
Bucks County Community College, Newtown, PA
LaSalle University (Correspondence – Accounting)

Florida Notary, Valid until 2013

References:

Available upon request.

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)
 Minority Owned

Name: JOYCE M. YON Title: EMPLOYEE SPECIALIST
Business Name: NCBA, SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM
Address: 5341 STEWART ST.
MILTON, FL 32570 Phone No.: (850) 623-3046
FAX No.: (850) 623-3045
E-Mail Address: NCBA_JOY@COX.NET
Cell Phone No.: (850) 208-4731

Home Address: 538 ROYCE ST., #5A
PENSACOLA, FL 32503

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 type="checkbox"/> < 55 <input checked="" type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships

Board Memberships

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
To be able to (hopefully) contribute to the betterment of our community and Escambia/Santa Rosa Counties.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes No

Please attach a copy of your resume' to this form



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1586

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Public Hearing Request to Adopt the Uniform Method of Collection Resolution

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Uniform Method of Collection for Non-Ad Valorem Special Assessments - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 8, 2011, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This resolution for the Uniform Method of Collection will apply for Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2012/2013.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
 2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll by first class mail to the affected property owners when the assessment is collected under the uniform method for the first time.
 3. The County must hold a public hearing to adopt the assessment roll no later than September 15.
-



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1594

County Administrator's Report Item #: 12. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Proposed Changes to S.R. 1300-The RESTORE Gulf Coast Act of 2011

From: Grover Robinson

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Changes to S.R. 1300 - The RESTORE Gulf Coast Act of 2011 - Grover C. Robinson, IV, County Commissioner, District 4

That the Board approve the proposed amendments to S.R. 1300 - The Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy (RESTORE) of the Gulf Coast Act of 2011. This bill proposes that 35 percent of the Clean Water Act penalties charged to BP be distributed equally to the five impacted states, from Florida to Texas.

BACKGROUND:

Pursuant to the request of the Gulf Coast County RESTORE Coalition Workgroup's request, Senators Bill Nelson and Marco Rubio have co-sponsored S.R. 1300 – The Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011. This bill proposes that 35% of the Clean Water Act penalties charged to BP be distributed equally to the five impacted states from Florida to Texas.

In Florida these funds are to be allocated to the counties adjacent to the Gulf of Mexico. Seventy-five percent would go to the eight disproportionately impacted counties and 25% to the remaining counties adjacent to the Gulf of Mexico. The Gulf Coast County RESTORE Coalition Workgroup has been reviewing and evaluating the proposed bill. The Workgroup is comprised of both elected and appointed representatives of the eight disproportionately impacted counties (Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf, Franklin and Wakulla).

In coordination with Senator Bill Nelson's Office, the Workgroup has developed two concepts to be added to S.R. 1300 as amendments to provide a county allocation formula and a process for promoting community and business participation regarding use of funds in each county. The Workgroup has reached agreement through a consensus process and is requesting that each county have an opportunity to review the suggested amendments.

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

Proposed Changes to SR 1300

MEMORANDUM

**TO: Chair, Boards of County Commissioners
County Administrators**

FROM: John Wayne Smith, Director of Legislative Affairs

DATE: September 12, 2011

RE: Proposed Changes to SR 1300 – The RESTORE Gulf Coast Act of 2011

Pursuant to the request of the Gulf Coast County RESTORE Coalition Workgroup, I am forwarding the following documents for your review and endorsement. As you know, Senators Bill Nelson and Marco Rubio have co-sponsored SR 1300 – The Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011. SR 1300 proposes that thirty-five (35%) percent of the Clean Water Act penalties charged to BP be distributed equally to the five impacted states from Florida to Texas.

In the case of Florida, these funds are to be allocated to counties: seventy-five (75%) percent to the eight disproportionately impacted and twenty-five (25%) percent to the remaining counties adjacent to the Gulf of Mexico. The Gulf Coast County RESTORE Coalition Workgroup has been reviewing and evaluating the proposal. The Workgroup is comprised of both elected and appointed representatives of the eight disproportionately impacted counties (Wakulla, Franklin, Gulf, Bay, Walton, Okaloosa, Santa Rosa and Escambia).

In coordination with Senator Nelson's Office, the Workgroup has developed two concepts to be added to SR 1300 as amendments to provide a county allocation formula and a process for promoting community and business participation regarding use of funds in each county. The Workgroup has reached agreement through a consensus process and is requesting that each county have an opportunity to review. It the hope of the Workgroup the each Board of County Commission endorse the attached concepts and draft language to be added as amendment to SR 1300.

Please let me know if you have any questions or need additional information.

Summary for Proposed “County” RESTORE Councils

DRAFT

Updated September 12, 2011

1. The Senate RESTORE Act of 2011 proposed that 80% of the CWA fine monies from the Deepwater Horizon are slated to go to the Gulf Coast states. This 80% will be registered as the “Gulf Restore Monies.”
2. Per the Senate proposal, 35% of the Gulf Restore Monies are allocated equally to the five states. This means the State of Florida shall receive approximately 7% of the Gulf Restore monies. In the Florida model, the funds are required to be split as follows: 75% to the eight counties with direct petroleum impact and 25% to the remaining Florida Gulf counties.
3. This proposal provides a framework for public input, project review, selection and prioritization of these funds. Counties are familiar with the Tourist Development Council (TDC) model. Therefore, it is proposed that a hybrid (Local RESTORE Councils) of that system be established in each county to perform these functions. The ultimate final authority will vest with each county commission. It is the intent of the RESTORE Council in each county to hear and evaluate proposals from the community, as well as State agencies. The public at large and the NGOs (non-governmental organizations) will also have the ability to make applications for these dollars, similarly to the TDC process.
4. The county RESTORE Council will be made up of nine board members who will oversee proposals for spending within the three categories that are provided; environmental, economic and human health. The LRC will hear the requests for proposals and make recommendations via majority vote and submit those to the proper county commissions for their ultimate approval.
5. The Councils shall consist of two county commissioners, two municipal officials and five appointed positions with experience and expertise in the following areas: environment, coastal management, economic development, tourism, fishing and health and human services.
6. The Council shall prepare and submit a plan to the Board of County Commissioners. The BOCC shall adopt and approve final plans.

DRAFT Amendment

Updated 9/12/11

Local RESTORE Council

The governing board of each county which receives funds from this SECTION? shall appoint an advisory council to be known as the “(name of county) RESTORE Council.” The council shall be established by ordinance or resolution. It shall be composed of nine members who shall be appointed by the governing board of the county. Two members of the council shall be elected members of the governing board of the county. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials representing the municipality with the greatest population in the county or having the greatest impact from the oil spill. Five members of the council shall be persons meeting one or more of the following criteria, including but not limited to:

- Experience and expertise in the environment;
- Experience and expertise in the management and restoration of coastal resources;
- Experience and expertise in business development or local tourism economy;
- Experience and expertise in fishing industry; and
- Experience and expertise in health and human services.

The county RESTORE Council shall prepare and submit to the governing board of the county for its approval a plan for the use of federal RESTORE dollars for the county. The plan shall include the approximate cost or expense allocation for each specific project or special use. The plan shall be reviewed every two years from the date of enactment.

The governing body of the county shall adopt the county RESTORE Council plan. The plan may not be substantially amended except by ordinance enacted by an affirmative vote of the governing board.

Summary of Proposed Allocation Criteria and Formula

The Workgroup reached agreement through a consensus process using a two step process. First, the Workgroup identified and agreed upon broad concepts that should be included as criteria for measurement and second determining a prioritization of the agreed upon measurements.

Criteria Concepts

- It was the majority opinion of the Workgroup that an allocation should provide a minimum level of funding to each disproportionately impacted county.
- The Workgroup identified the following concepts for measurement:
 - Environmental impact
 - Economic impact
 - Human Use impact
 - Environmental (Volume) impact.

Allocation Concepts

- The Workgroup agreed that ten (10%) percent would be distributed equally amongst the disproportionately impacted counties.
- The Workgroup agreed to used the following statistical data and weighted average to measure agreed upon criteria concepts:
 - Environmental impact – County Oiled Shoreline miles at thirty (30%) percent
 - Economic impact – County Per Capita Sales Tax Collection at thirty (30%) percent
 - Human Use impact – County Population at twenty (20%) percent
 - Environmental or Volume impact – County distance from spill at twenty (20%) percent.

Proposed Amendment Language

DRAFT Updated 9/12/11

Florida's Coastal Political Subdivisions Allocation

(III) Of the 75% of funding provided to the 8 counties that were disproportionately impacted by the Deepwater Horizon Oil Spill within the State of Florida 10 percent of the total funds shall be distributed equally to the 8 counties.

(IV) 90 percent of the total funds according to the following weighted formula:

(aa) 30 percent based on the weighted average of the county shoreline oiled.

(bb) 30 percent based on the weighted average of the county per capita sales tax collections estimated for fiscal year 2011-2012.

(cc) 20 percent based on the weighted average of the population of the county.

(dd) 20 percent based on inverse proportion of the weighted average distance from the Deepwater Horizon oil rig to the nearest and farthest point of the shoreline.

(V) Of the 25 percent provided to nondisproportionately impacted counties within the State of Florida according to the following weighted formula:

(aa) 34 percent based on weighted average of the population of the county.

(bb) 33 percent based on weighted average of the county per capita sales tax collections estimated for fiscal year 2011-2012.

(cc) 33 percent based on inverse proportion of the weighted average distance from the Deepwater Horizon oil rig to the nearest and farthest point of the shoreline.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1617

County Administrator's Report Item #: 12. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Out-of-County Travel

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for the following:

A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conference/events, as noted on the 2011/2012 Annual Travel/Conference Schedule; and

B. Commissioners participating in the Florida Association of Counties' Advanced Commissioner Certification Program.

BACKGROUND:

The attached conference/events schedule lists conferences and workshops that members of the Board of County Commissioners, the County Administrator, and/or the County Attorney may wish to attend.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4".

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above conferences.

Attachments

Annual Conference Sch 2011/2012

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2011-2012

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
*October 13-14, 2011	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
November 16-18, 2011	Florida Association of Counties	Legislative Conference	Walton County, FL (SanDestin)
*January 5-6, 2012	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
February 1, 2012	Florida Association of Counties	Legislative Day	Tallahassee, FL
March 3-7, 2012	NACo Legislative Conference	Legislative Conference	Washington, DC
March 15-16, 2012	International City County Management Association	Regional Summit	Ashville, North Carolina
*April 19-20, 2012	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
June 2012	Florida Association of Counties	Annual Conference	Orlando, FL (Orange County)
July 13-17, 2012	National Association of Counties	Annual Conference	Pittsburgh, Pennsylvania
September 2012	Florida Association of Counties	Annual Policy Conference	**TBD
October 7-10, 2012	International City County Management Association	Annual Conference	Phoenix, Arizona
**TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
November 2012	Florida Association of Counties	Legislative Conference	**TBD
**TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	**TBD
***TBD	Florida Association of Counties	FAC Policy Meetings	**TBD
**TBD	Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
*Both Comr. Grover Robinson and Comr. Gene Valentino will attend these events.			
***Commissioner Grover Robinson, IV serves on the FAC Oil Spill Task Force and the Federal Strike Force.			

**TO BE DETERMINED



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1536

County Administrator's Report Item #: 12. 15.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: License Agreement for Access Authorization to Escambia County Tax Parcel
GEO Number 052S30-1001-002-017

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning License Agreement for Access Authorization to Escambia County Tax Parcel GEO Number 052S30-1001-002-017 - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the License Agreement for Access Authorization to Escambia County Tax Parcel GEO Number 052S30-1001-002-017. This parcel is part of the EPA (Environmental Protection Agency) Escambia Wood Treating Superfund Project and is contiguous with properties which are currently being remediated by the EPA.

BACKGROUND:

Escambia County acquired Tax Parcel GEO Number 052S30-1001-002-017 via escheatment instrument. This parcel is part of the EPA Escambia Wood Treating Superfund project and is contiguous with properties which are currently being remediated by the EPA. The County parcel has been remediated and contains a portion of the final main contamination remedy structure (the cap). The EPA needs to access the County parcel in order to carry out the remaining remediation activities on the adjacent parcels and conduct various other maintenance activities such as erosion control and mowing operations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Stephen G. West, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contract documents.

IMPLEMENTATION/COORDINATION:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

Attachments

License Agreement

ACCESS AUTHORIZATION

1. I, Charles R. "Randy" Oliver, as County Administrator for Escambia County, Florida, have the authority to bind Escambia County and to sign this authorization.
2. Escambia County is the current owner of approximately 15.18 acres of real property located at 3910 North Palafox Street in Pensacola, Escambia County, Florida (also known as Escambia County Tax Parcel GEO Number 052S30-1001-002-017) (the Property).
3. I understand that the Property is part of the Escambia Wood Treating Company Superfund Site, United States Environmental Protection Agency (EPA) Site Identification Number FLD008168346.
4. I grant authorization to EPA, its officers, employees, contractors, and other authorized representatives to enter the Property to allow EPA, its officers, employees, contractors and other authorized representatives to have access to the Site to conduct sampling and/or remedial activities. Authorized activities at the Property include, but are not limited to, the following:
 - a. taking such soil, water, and air samples as EPA determines to be necessary;
 - b. sampling any solids or liquids stored or disposed of on the Property;
 - c. drilling holes and installing monitoring wells for subsurface investigation;
 - d. other actions related to the investigation of surface or subsurface contamination;
 - e. restricting public access to the Property;
 - f. transporting and disposing all wastes to a facility approved by the EPA;
 - g. performing confirmation soil sampling;
 - h. treating or disposing of soil; and
 - i. transporting equipment onto and about the Site as necessary to accomplish the above activities;
5. This Access Authorization will take effect immediately upon signature and will continue until EPA completes the remedial action(s) authorized by EPA.

6. I have been notified that these actions being authorized by this agreement will be undertaken by EPA pursuant to its response authority under Section 104(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a).

7. I understand that I am may contact EPA with questions or concerns about the Property by calling Erik Spalvins, Remedial Project Manager, at (404) 562-8939, or Stacey Haire, Associate Regional Counsel, at (404) 562-9676.

Date: _____

Signature: _____

Charles R. "Randy" Oliver
County Administrator
Escambia County, Florida
221 Palafox Place, Ste 420
Pensacola, FL 32502
850-595-4946

WITNESS

WITNESS

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Sept 28, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1546

County Administrator's Report Item #: 12. 16.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2011

Issue: Approve Amended Partial Release of Liens associated with property located at 3005 West Gonzalez Street

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amended Partial Release of Liens Associated with Property Located at 3005 West Gonzalez Street - Amy Lovoy, Management and Budget Services Department Director

That the Board approve amending its action taken on the September 15, 2011, concerning partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, relating to Liens against property located at 1009 Alexandria Drive to correct Official Records Book 6653, Page 64, to Official Records Book 6553, Page 64, due to a scrivener's error.

BACKGROUND:

Escambia County acquired this property through foreclosure in October 2010. None of the Code Enforcement Liens is attached to 3005 West Gonzalez Street. They are associated with the liens because of ownership. The portion of the recommendation for CAR II-10 B(3) relating to Liens against property located at 1009 Alexandria Drive should have stated Official Records Book 6553, Page 64 instead of Official Records Book 6653, Page 64 due to scrivener's error.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Correction to Amend scrivener error 3005 West Gonzalez partial release backup

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Accept the letter of request from Edith Garcia, Branch Manager of First American Title Insurance Company, who is performing the title work for Habitat for Humanity;
- B. Authorize partial release of Liens associated with 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002, on the properties listed below;
 - (1) Official Records Book 6463, Page 469; Official Records Book 6463, Page 498; and Official Records Book 6590, Page 385, on property located at 105 Brigadier Street;
 - (2) Official Records Book 6506, Page 354, on property located at 118 Dogwood Drive; and
 - (3) Official Records Book 6553, Page 117; and Official Records Book 6653, Page 64, on property located at 1009 Alexandria Drive; and
- C. Acknowledge that Habitat for Humanity will pay for all recording costs relative to the partial release of Liens.

Approved 4-0, with Commissioner Valentino absent



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1339 County Administrator's Report Item #: 13. 10.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Partial Release of Liens associated with property located at 3005 West Gonzalez Street

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: Charles R. Ogier 9/9/11

RECOMMENDATION:

Recommendation Concerning Partial Release of Liens Associated with Property Located at 3005 West Gonzalez Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Accept the letter of request from Edith Garcia, Branch Manager of First American Title Insurance Company, performing the title work for Habitat for Humanity;
- B. Authorize partial release of Liens associated with 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002, on the properties below;
 - 1. Official Records Book 6463, Page 469; Official Records Book 6463, Page 498; and Official Records Book 6590, Page 385 on property located at 105 Brigadier Street;
 - 2. Official Records Book 6506, Page 354 on property located at 118 Dogwood Drive; and
 - 3. Official Records Book 6553, Page 117; and Official Records Book 6653, Page 64 on property located at 1009 Alexandria Drive; and
- C. Acknowledge that Habitat for Humanity will pay for all recording costs relative to the partial release of Liens.

BACKGROUND:

Escambia County acquired this property through foreclosure in October 2010. Equifunding Inc. is the owner of all the above properties. None of the Code Enforcement liens are attached to 3005 West Gonzalez Street. However, they are associated with the liens because of ownership.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

3005 West Gonzalez partial release backup

[Back](#)

Source: Escambia County Property Appraiser

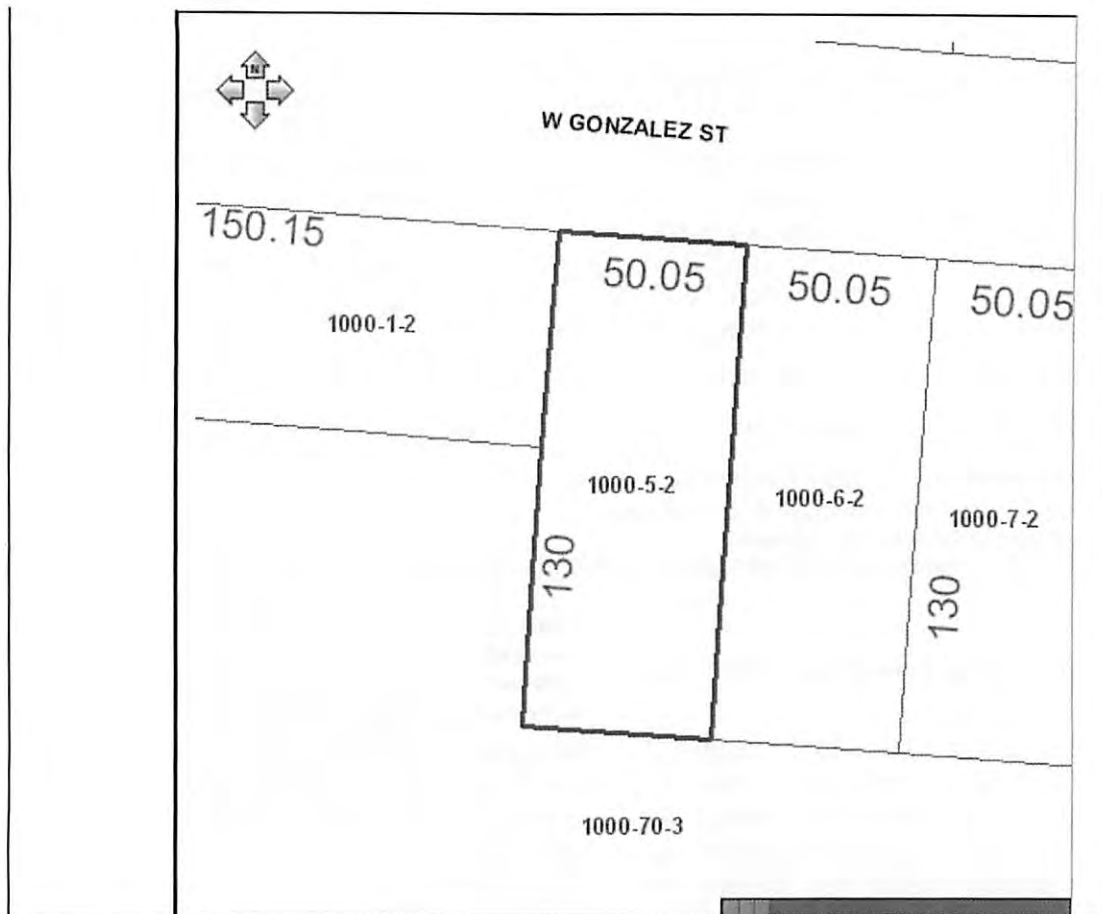
[Restore Full Page Version](#)

General Information Reference: 332S301000005002 Account: 063398000 Owners: ESCAMBIA COUNTY Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 3005 W GONZALEZ 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	2011 Certified Roll Assessment Improvements: \$0 Land: \$5,938 <hr/> Total: \$5,938 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>04/15/2011</td> <td>6712</td> <td>55</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>11/15/2010</td> <td>6659</td> <td>1327</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>10/23/2007</td> <td>6240</td> <td>971</td> <td>\$4,200</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>07/1994</td> <td>3618</td> <td>99</td> <td>\$5,000</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>10/1982</td> <td>1692</td> <td>451</td> <td>\$15,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/1981</td> <td>1554</td> <td>306</td> <td>\$3,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1978</td> <td>1208</td> <td>193</td> <td>\$100</td> <td>QC</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)	04/15/2011	6712	55	\$100	CT	View Instr	11/15/2010	6659	1327	\$100	CT	View Instr	10/23/2007	6240	971	\$4,200	TD	View Instr	07/1994	3618	99	\$5,000	QC	View Instr	10/1982	1692	451	\$15,000	WD	View Instr	04/1981	1554	306	\$3,000	WD	View Instr	01/1978	1208	193	\$100	QC	View Instr	2011 Certified Roll Exemptions None Legal Description N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																												
04/15/2011	6712	55	\$100	CT	View Instr																																												
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01/1978	1208	193	\$100	QC	View Instr																																												

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id: CA138 Approx. Acreage: 0.1500 Zoned: C-1	
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Buildings
Images

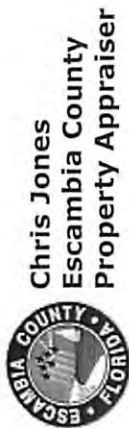


03/10/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

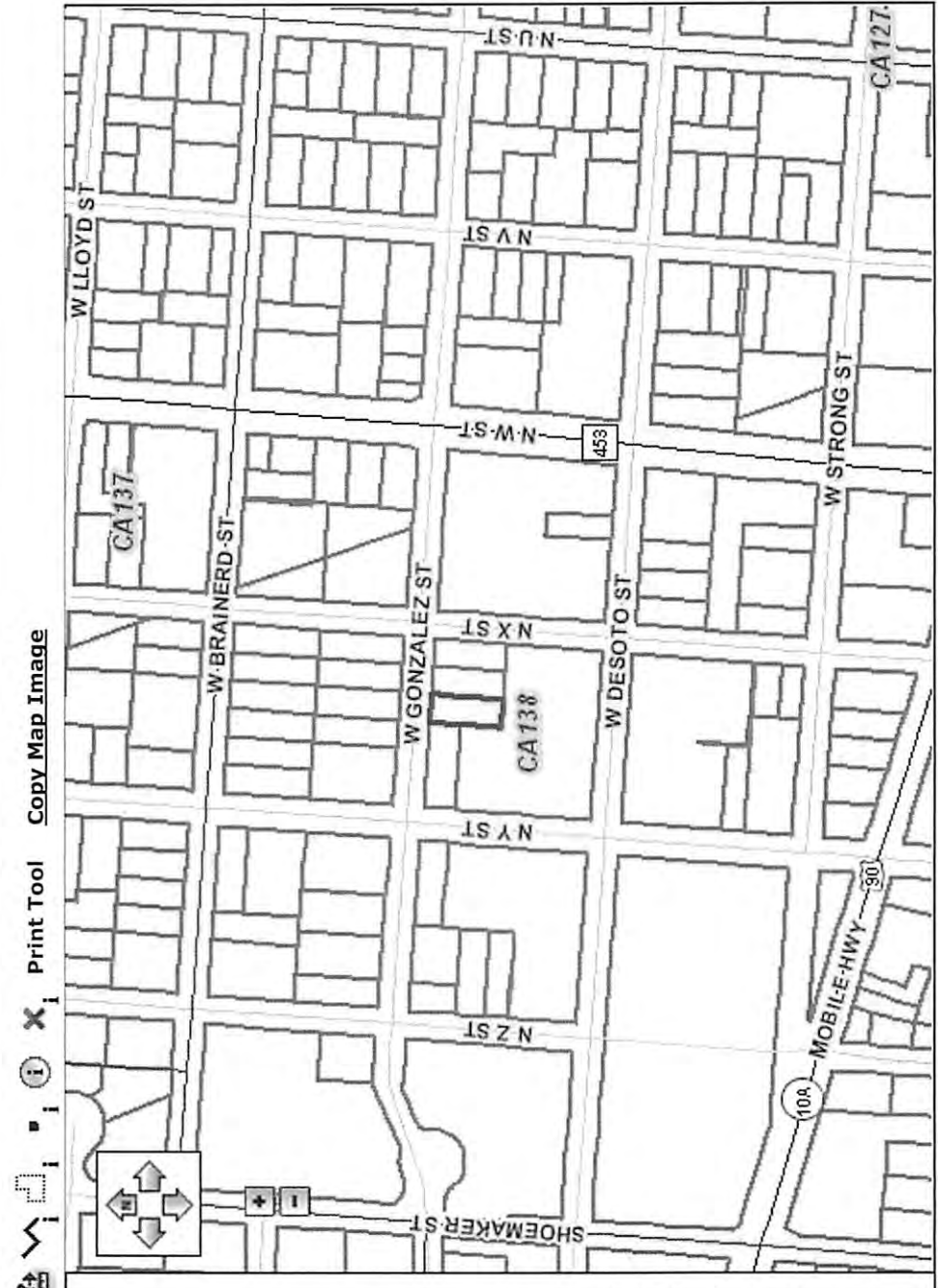
Escambia County Property Appraiser
332S301000005002 - Full Legal Description

N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327 OR 6712 P 55 CA 138



Chris Jones
Escambia County
Property Appraiser

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



Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 33-25-30-1000-005-002
Account: 06-3398-000
Section Map: CA138
Situs: 3005 W GONZALEZ ST
Subdivision:
 WELLES BROWNSVILLE 1ST ADDN PB 1 P 41
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 4/15/2011, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1500
Building Count: 0
Total Heated Area: 0
Zoned: C-1

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N334444555666



First American

First American Title Insurance Company
730 Bayfront Parkway
Pensacola, FL 32502-6251
Phn - (850)438-0774
Fax - (866)757-6563

08/17/2011

File No.: 2101-2500951

Escambia County Code Enforcement
Escambia County Courthouse
Pensacola, FL 32502

Re: 3005 West Gonzalez Street
Pensacola, FL

Code Liens in OR Book 6463, Page 469 and OR Book 6463, Page 498;
OR Book 6506, Page 354; OR Book 6553, Page 117;
OR Book 6553, Page 64 and OR Book 6590, Page 385

Gentlemen/Ladies,

Please be advised that this office is handling a real estate transaction for the above captioned property. There are Code Enforcement Liens that are attached to this property through the prior tax deed ownership, Equifunding, Inc. (see attached documentation)

This property was foreclosed by Escambia County and is being sold to Pensacola Habitat for Humanity, Inc.. The closing of the transaction is pending, based on the release of the foregoing liens.

Please accept this letter as a partial release request against 3005 West Gonzalez Street as a result of the liens against Equifunding, Inc. These liens are specifically filed against other properties, but cross-attach to all properties owned by Equifunding, Inc.

Thank you for your assistance and if you should need any additional information

Sincerely,


Edith F. Garcia
Branch Manager

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#08-12-01294
LOCATION: 105 Brigadier Street
PR# 502S30-5020-030-003

Equifunding Inc.
P.O. Box 980
East Lansing, Michigan 48862


ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Noble Warren Hilley, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
 42-196 (b) Trash and Debris
 42-196 (c) Inoperable Vehicle(s); Described _____

 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in the records
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: *[Signature]*
Date: *5/26/09*



- 30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 - (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 - (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Equid Funding, Inc. shall have until May 31, 2009 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing June 1, 2009. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 100.00 are awarded in favor of Escambia County as the prevailing party against Equid Funding, Inc.


This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 12th day of May, 2009.


G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE07-06-0442
Location: 118 Dogwood Dr
PR# 342S30-0380-010-038

EQUIFUNDING LVII
AGENT FOR EQUIFUNDING INC
PO BOX 980
EAST LANSING, MI 48826

AMENDED ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of September 27, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (a), (b), & (d), Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 20, 2005..

Itemized	Cost
a. Fines (10/8/07-5/20/09 @ \$250.00 per day)	\$147,500.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 2,450.00</u>
Total:	\$151,050.00

DONE AND ORDERED at Escambia County, Florida on this 8th day of September, 2009.



Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#08-10-00175
LOCATION: 1009 Alexander Drive
PR# 152S30-1000-011-017**

**Hoover Financial Corp.
Agent for Equifunding Inc.
P.O. Box 980
East Lansing, Michigan 48826**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Not present, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris
- 42-196 (c) Inoperable Vehicle(s); Described _____

-
- 42-196 (d) Overgrowth

- 30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 - (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 - (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Hoover Financial Corp. shall have until February 2, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing February 3, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Hoover Turner.

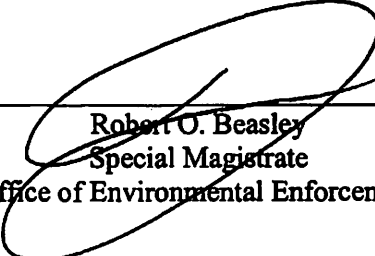
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 12th day of January, 2009.



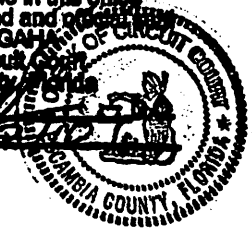
Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNEE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: [Signature]
Date: 1/22/10



CASE NO: CE#08-10-00175
LOCATION: 1009 Alexandria Drive
PR# 152S30-1000-011-017

Hoover Financial Corp.
Agent for Equifunding Inc.
P.O. Box 980
East Lansing, Michigan 48826

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Not present, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
 - 42-196 (b) Trash and Debris
 - 42-196 (c) Inoperable Vehicle(s); Described _____
-
- 42-196 (d) Overgrowth

- 30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 - (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 - (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Hoover Financial Corp. shall have until February 2, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing February 3, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Hoover Turner.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 12th day of January, 2009.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 08-12-01294
Location: 105 Brigadier St.
PR# 502S305020030003

Equifunding, Inc.
PO Box 980
East Lansing, MI 48862

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 12, 2009; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 and 42-196 Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated May 12, 2009.

Itemized	Cost
a. Fines (6/1/09-2/11/10 @ \$100.00 per day)	\$25,500.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 2,417.00</u>
Total:	\$29,017.00

DONE AND ORDERED at Escambia County, Florida on this 20th day of April, 2010.


Special Magistrate
Office of Environmental Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

11. Continued...

- C. Approving the sale price of \$6,557.93 for the 806 Colbert Avenue property;
- D. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorizing the Chairman to execute the Resolution and all documents related to the sale.

12. Taking the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declaring surplus the Board's real property located at 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;
- B. Adopting the Resolution (*R2011-56*) authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approving the sale price of \$7,572.61 for the 3005 West Gonzalez Street property;
- D. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorizing the Chairman to execute the Resolution and all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 12.

County Administrator's Report

Date: 04/07/2011
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 3005 West Gonzalez Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property located at 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$7,572.61 for the 3005 West Gonzalez Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s design/structure shall be subject to architectural review and approval by Escambia County;
- E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through foreclosure in October 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$5,938. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

3005 West Gonzalez St

Recorded in Public Records 11/18/2010 at 02:46 PM OR Book 6659 Page 1327,
Instrument #2010075638, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

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

CASE NO. 2010 CA 000776

ESCAMBIA COUNTY
Plaintiff

VS.

EQUIFUNDING INC A MICHIGAN CORPORATION , et al.
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on October 20, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

The North 130 feet of Lot 4, Block 2, First Addition to WELLES-BROWNSVILLE being a portion of Section 33, township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof as recorded in Plat Book 1, Page 41, of the Public Records of Escambia County.

was sold to ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 15 day of November, 2010



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Cheri L. Smith
Deputy Clerk

Case: 2010 CA 000776

00066388906

Dkt: CA1173 Pg#:

1 CAR 201-12

ATC 11/18/10

3005 West Gonzalez Street

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: Asst. County Attorney
Date: March 18, 2011

3005 West Gonzalez Street

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

N 130 FT OF LT 4 BLK 2 OR 1692 P 451 OR 3618 PG 99 1ST ADDN
WELLES BROWNSVILLE PB 1 P 41 OR 2125 P 463 CA 138

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer for the amount of Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.16); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence

3005 West Gonzalez Street

of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing; Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the

3005 West Gonzalez Street

Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2011 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or

3005 West Gonzalez Street

under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in

3005 West Gonzalez Street

the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

3005 West Gonzalez Street

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Betty H. Salter, President
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

3005 West Gonzalez Street

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Betty H. Salter, President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Betty H. Salter, as President for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

4/7/2011 CAR 11-12

RESOLUTION R2011-56

2011-000350
Apr. 07, 2011 Page 18

BCC

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 7th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Kevin W. White
Kevin W. White Chairman
Date Executed 4/7/11

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: March 18, 2011

Verified By: H. Macauley

Date: 4/8/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1609

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Recommendation to approve Contract between Board of County Commissioners and Escambia County Health Dept 2011/2012

From: John J. Lanza, MD, PhD, MPH, FAAP

Organization: Health Facilities Authority

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract with the Escambia County Health Department - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board take the following action concerning the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for the Operation of the Escambia County Health Department:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for the Operation of the Escambia County Health Department for FY 2011-2012"; Providing for an Effective Date, for the Contract year of October 1, 2011, through September 30, 2012; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$300,029.00 to Escambia County Health Department for the fiscal year October 1, 2011 through September 30, 2012.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this part.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

The recommended contract is in coordination with the State of Florida, Department of Health, Escambia County Health Department.

Attachments

Resolution for ECHD Contract

Contract between BOCC and ECHD

RESOLUTION NUMBER R2011-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH FOR THE OPERATION OF THE ESCAMBIA COUNTY HEALTH DEPARTMENT FOR FY2011-2012; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida Department of Health for the provision of certain medical services for Escambia County citizens; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Board of County Commissioners and the State of Florida Department of Health for the operation of the Escambia County Health Department for FY 2011-2012 and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the citizens of Escambia County that this contract be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the aforementioned recitals are true and correct and incorporated herein by reference.

Section 2. That the attached contract dated October 1, 2011, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for the operation of the Escambia County Health Department is hereby approved as presented.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 9/29/11

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2011-2012**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2011.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2011, through September 30, 2012, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 9,609,131 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$300,029 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The

CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2012 for the report period October 1, 2011 through December 31, 2011;
- ii. June 1, 2012 for the report period October 1, 2011 through March 31, 2012;
- iii. September 1, 2012 for the report period October 1, 2011 through June 30, 2012; and
- iv. December 1, 2012 for the report period October 1, 2011 through September 30, 2012.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2012, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

For the County:

Linda Moyer
Name

Amy Lovoy
Name

Public Health Services Manager
Title

Budget Director
Title

1295 W. Fairfield Drive

P.O. Box 1597

Pensacola, FL 32501
Address

Pensacola, FL 32591
Address

850.595.6551
Telephone

850.595.4956
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 22 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2011.

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

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Kevin W. White, Chairman

TITLE: _____

DATE: _____

ATTEST: Ernie Lee Magaha
Clerk of Circuit Court


BY: _____

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: 

NAME: H. Frank Farmer, Jr., MD, PhD, FACP

TITLE: State Surgeon General

DATE: 9/14/11

SIGNED BY: 

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: CHD Director/Administrator

DATE: 09.06.11

BCC Approved: _____

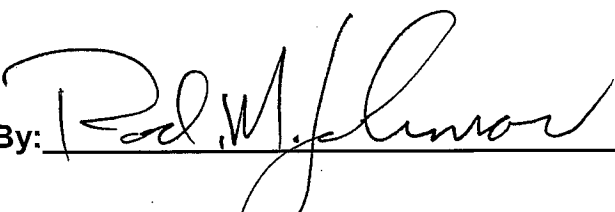
Approved as to form and legal sufficiency:

By: 

Name: Kristin Hual

Title: Asst County Atty

Date: 9/29/11

By: 

Name: Rodney M. Johnson, Chief Counsel
Northwest Law Office
Florida Department of Health

Date: 9-2-2011

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability as documented in Florida SHOTS, the assessment of various immunization levels as documented in Florida SHOTS and forms reporting adverse events following immunization.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
9.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Socio-

ATTACHMENT I (Continued)

demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

10. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).
11. Tuberculosis Tuberculosis Program Requirements as specified in FAC 64D-3, F.S. *Specific Authority* 381.0011(13), 381.003(2), 381.0031(6), 384.33, 392.53(2), 392.66 *FS Law Implemented* 381.0011(4), 381.003(1), 381.0031(1), (2), (6), 383.06, 384.23, 384.25, 385.202, 392.53 FS.381 and CHD Guidebook.
12. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in the CHD Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/11	2,484,629	2,074,323	4,558,952
2. Drawdown for Contract Year October 1, 2011 to September 30, 2012	319,003		319,003
3. Special Capital Project use for Contract Year October 1, 2011 to September 30, 2012	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2011 to September 30, 2012	2,165,626	2,074,323	4,239,949

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PREVENTION	62,453	0	62,453	0	62,453
015040	AIDS SURVEILLANCE	53,262	0	53,262	0	53,262
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	321,792	0	321,792	0	321,792
015040	ALPHA ONE PROGRAM - MIAMI-DADE	0	0	0	0	0
015040	CHILD HEALTH MEDICAL SERVICES	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	118,670	0	118,670	0	118,670
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	136,149	0	136,149	0	136,149
015040	DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FAMILY PLANNING GENERAL REVENUE	109,082	0	109,082	0	109,082
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	37,162	0	37,162	0	37,162
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	SCHOOL HEALTH GENERAL REVENUE	165,790	0	165,790	0	165,790
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	112,892	0	112,892	0	112,892
015040	STD GENERAL REVENUE	26,767	0	26,767	0	26,767
015050	NON-CATEGORICAL GENERAL REVENUE	3,871,352	0	3,871,352	0	3,871,352
GENERAL REVENUE TOTAL		5,121,913	0	5,121,913	0	5,121,913
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	23,495	0	23,495	0	23,495
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	ALG/PRIMARY CARE	0	0	0	0	0
015010	CHD INDIRECT SUPPORT	40,000	0	40,000	0	40,000
015010	ENVIRONMENTAL HEALTH SUPERACT	9,000	0	9,000	0	9,000
015010	PUBLIC SWIMMING POOL PROGRAM	32,000	0	32,000	0	32,000
015010	SCHOOL HEALTH TOBACCO TF	203,146	0	203,146	0	203,146
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015010	TOBACCO ADMINISTRATIVE SUPPORT	30,000	0	30,000	0	30,000
015010	TOBACCO COMMUNITY INTERVENTION	186,000	0	186,000	0	186,000
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
2. NON GENERAL REVENUE - STATE						
015060	NON-CATEGORICAL TOBACCO REBASING	72,961	0	72,961	0	72,961
NON GENERAL REVENUE TOTAL		596,602	0	596,602	0	596,602
3. FEDERAL FUNDS - State						
007000	AIDS PREVENTION	179,157	0	179,157	0	179,157
007000	ABSTINENCE EDUCATION GRANT PROGRAM	125,000	0	125,000	0	125,000
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	29,707	0	29,707	0	29,707
007000	COASTAL BEACH MONITORING PROGRAM	16,533	0	16,533	0	16,533
007000	COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000	ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000	EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	48,012	0	48,012	0	48,012
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	204,102	0	204,102	0	204,102
007000	HEALTH PROGRAM FOR REFUGEES	0	0	0	0	0
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	23,944	0	23,944	0	23,944
007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	132,224	0	132,224	0	132,224
007000	IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	MCH BLOCK GRANT SPECIAL PROJECTS	184,090	0	184,090	0	184,090
007000	MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000	ORAL HEALTH WORKFORCE ACTIVITIES	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	531,015	0	531,015	0	531,015
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	RYAN WHITE	87,478	0	87,478	0	87,478
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	131,937	0	131,937	0	131,937
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATE INDOOR RADON GRANT	0	0	0	0	0
007000	STD FEDERAL GRANT - CSPS	59,182	0	59,182	0	59,182
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TEENAGE PREGNANCY PREVENTION REPLICATION 2010-11	0	0	0	0	0
007000	TEENAGE PREGNANCY PREVENTION REPLICATION 2011-12	0	0	0	0	0
007000	TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000	TITLE X MALE PROJECT	0	0	0	0	0
007000	TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000	WIC ADMINISTRATION	1,598,345	0	1,598,345	0	1,598,345
007000	WIC BREASTFEEDING PEER COUNSELING	78,657	0	78,657	0	78,657
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA Federal Grant - Schedule C	0	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
015075	SUMMER FOOD PROGRAM INSPECTIONS	2,000	0	2,000	0	2,000
015075	SCHOOL HEALTH TITLE XXI	506,233	0	506,233	0	506,233
FEDERAL FUNDS TOTAL		3,941,616	0	3,941,616	0	3,941,616
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	9,700	0	9,700	0	9,700
001020	BODY PIERCING	3,100	0	3,100	0	3,100
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	25,000	0	25,000	0	25,000
001020	FOOD HYGIENE PERMIT	50,040	0	50,040	0	50,040
001020	BIOHAZARD WASTE PERMIT	28,000	0	28,000	0	28,000
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	0	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	LIMITED USED PUBLIC WATER SYSTEM	1,000	0	1,000	0	1,000
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	75,375	0	75,375	0	75,375
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	242,089	0	242,089	0	242,089
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	985,246	0	985,246	0	985,246
001206	Central Office Surcharge	39,072	0	39,072	0	39,072
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		1,458,622	0	1,458,622	0	1,458,622
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		0	0	0	0	0
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	43,500	43,500	87,000	0	87,000
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	146,279	185,721	332,000	0	332,000
001082	MEDICAID DENTAL	2,953,826	3,750,274	6,704,100	0	6,704,100
001083	MEDICAID FAMILY PLANNING	42,501	382,509	425,010	0	425,010
001087	MEDICAID STD	55,075	69,925	125,000	0	125,000
001089	MEDICAID AIDS	0	0	0	0	0

ATTACHMENT II.

**ESCAMBLIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY					
001147	Medicaid HMO Capitation	0	0	0	0
001191	MEDICAID MATERNITY	0	0	0	0
001192	MEDICAID COMPREHENSIVE CHILD	81,070	102,930	184,000	184,000
001193	MEDICAID COMPREHENSIVE ADULT	29,421	37,354	66,775	66,775
001194	MEDICAID LABORATORY	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	25,750	25,750	51,500	51,500
001059	Medicaid Low Income Pool	0	0	0	0
001051	Emergency Medicaid	0	0	0	0
001058	Medicaid - Behavioral Health	0	0	0	0
001071	Medicaid - Orthopedic	0	0	0	0
001072	Medicaid - Dermatology	0	0	0	0
001075	Medicaid - School Health Certified Match	0	0	0	0
001069	Medicaid - Refugee Health	0	0	0	0
001055	Medicaid - Hospital	0	0	0	0
001148	Medicaid HMO Non-Capitation	0	0	0	0
001074	Medicaid - Newborn Screening	0	0	0	0
MEDICAID TOTAL	3,377,423	4,597,962	7,975,385	0	7,975,385
7. ALLOCABLE REVENUE - STATE					
018000	REFUNDS	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
	PHARMACY SERVICES	0	0	120,779	120,779
	LABORATORY SERVICES	0	0	112,714	112,714
	TB SERVICES	0	0	0	0
	IMMUNIZATION SERVICES	0	0	1,380,704	1,380,704
	STD SERVICES	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0
	WIC FOOD	0	0	6,785,580	6,785,580
	ADAP	0	0	1,668,216	1,668,216
	DENTAL SERVICES	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	10,067,993	10,067,993
9. DIRECT LOCAL CONTRIBUTIONS - COUNTY					
008030	Contribution from Health Care Tax	0	0	0	0
008034	BCC Contribution from General Fund	0	300,029	300,029	300,029
DIRECT COUNTY CONTRIBUTION TOTAL	0	300,029	300,029	0	300,029
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001060	CHD SUPPORT POSITION	0	0	0	0
001077	RABIES VACCINE	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077	CHILD CAR SEAT PROG	0	0	0	0
001077	PERSONAL HEALTH FEES	0	347,782	347,782	347,782
001077	AIDS CO-PAYS	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	241,245	241,245	241,245
001114	NEW BIRTH CERTIFICATES	0	162,000	162,000	162,000
001115	Vital Statistics - Death Certificate	0	220,000	220,000	220,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	10,000	10,000	10,000
001073	Co-Pay for the AIDS Care Program	0	0	0	0
001025	Client Revenue from GRC	0	0	0	0
001040	Cell Phone Administrative Fee	0	0	0	0
	FEES AUTHORIZED BY COUNTY TOTAL	0	981,027	981,027	981,027
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001009	RETURNED CHECK ITEM	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	500	500	500
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0
001054	MEDICARE PART D	0	2,400	2,400	2,400
001077	RYAN WHITE TITLE II	0	0	0	0
001090	MEDICARE PART B	0	0	0	0
001190	Health Maintenance Organization	0	0	0	0
005040	INTEREST EARNED	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	30,000	30,000	30,000
007010	U.S. GRANTS DIRECT	0	0	0	0
008010	Contribution from City Government	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0
008050	School Board Contribution	0	1,382,174	1,382,174	1,382,174
008060	Special Project Contribution	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	37,400	37,400	37,400
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	1,242,100	1,242,100	1,242,100
011007	CASH DONATIONS PRIVATE	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0
011000	GRANT-DIRECT	0	242,059	242,059	242,059
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0
011000	DIRECT-ARROW	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT DIRECT-ARROW	0	0	0	0	0
010402 Recycled Material Sales	0	0	0	0	0
010303 FDLE Fingerprinting	0	0	0	0	0
007050 ARRA Federal Grant	0	0	0	0	0
001010 Recovery of Bad Checks	0	0	0	0	0
008065 FCO Contribution	0	0	0	0	0
011006 Restricted Cash Donation	0	0	0	0	0
028000 Insurance Recoveries	0	0	0	0	0
001033 CMS Management Fee - PMPMPC	0	0	0	0	0
010400 Sale of Goods Outside State Government	0	0	0	0	0
010500 Refugee Health	0	0	0	0	0
005045 Interest Earned-Third Party Provider	0	0	0	0	0
005043 Interest Earned-Contract/Grant	0	0	0	0	0
010306 DOH/DOC Interagency Agreement	0	0	0	0	0
008040 BCC Grant/Contract	0	0	0	0	0
011002 ARRA Federal Grant - Sub-Recipient	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	2,936,633	2,936,633	0	2,936,633
12. ALLOCABLE REVENUE - COUNTY					
018000 REFUNDS	0	0	0	0	0
037000 PRIOR YEAR WARRANT	0	0	0	0	0
038000 12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
INSURANCE	0	0	0	0	0
UTILITIES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	14,496,176	8,815,651	23,311,827	10,067,993	33,379,820

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2011 to September 30, 2012

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	9.35	14,545	43,250	199,116	170,714	199,116	170,714	350,277	389,383	739,660
STD (102)	13.09	3,664	14,378	179,064	153,521	179,064	153,522	469,478	195,693	665,171
HIV/AIDS PREVENTION (03A1)	2.94	1	300	50,470	43,271	50,470	43,271	187,482	0	187,482
HIV/AIDS SURVEILLANCE (03A2)	1.19	1	200	17,478	14,984	17,478	14,984	64,924	0	64,924
HIV/AIDS PATIENT CARE (03A3)	208.00	1	300	58,264	49,953	58,264	49,952	216,433	0	216,433
ADAP (03A4)	3.38	1	700	46,171	39,585	46,171	39,586	171,513	0	171,513
TB CONTROL SERVICES (104)	3.25	315	1,973	51,042	43,761	51,042	43,761	155,761	33,845	189,606
COMM. DISEASE SURV. (106)	4.21	0	2,199	67,849	58,171	67,849	58,171	151,602	100,438	252,040
HEPATITIS PREVENTION (109)	0.79	232	331	14,132	12,116	14,132	12,117	52,497	0	52,497
PUBLIC HEALTH PREP AND RESP (116)	9.36	0	103	188,361	161,492	188,361	161,491	699,705	0	699,705
VITAL STATISTICS (180)	4.36	30,065	55,413	62,243	53,364	62,243	53,363	0	231,213	231,213
COMMUNICABLE DISEASE SUBTOTAL	259.92	48,825	119,147	934,190	800,932	934,190	800,932	2,519,672	950,572	3,470,244
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	6.32	4,489	860	132,003	113,174	132,003	113,174	447,105	43,249	490,354
TOBACCO PREVENTION (212)	3.86	0	472	69,254	59,375	69,254	59,374	255,096	2,161	257,257
WIC (21W1)	38.96	15,264	110,964	542,994	465,539	542,994	465,538	1,992,860	24,205	2,017,065
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.16	0	500	16,642	14,269	16,642	14,269	61,024	798	61,822
FAMILY PLANNING (223)	16.51	3,684	28,232	247,689	212,357	247,689	212,358	902,979	17,114	920,093
IMPROVED PREGNANCY OUTCOME (225)	2.69	862	4,878	33,495	28,717	33,495	28,717	12,430	111,994	124,424
HEALTHY START PRENATAL (227)	16.91	2,964	49,636	261,527	224,222	261,527	224,220	3,845	967,651	971,496
COMPREHENSIVE CHILD HEALTH (229)	7.16	3,621	7,530	121,641	104,290	121,641	104,290	323,036	128,826	451,862
HEALTHY START INFANT (231)	12.00	1,854	33,344	170,602	146,266	170,602	146,267	0	633,737	633,737
SCHOOL HEALTH (234)	113.96	0	881,102	1,439,535	1,234,193	1,439,535	1,234,192	3,459,269	1,888,186	5,347,455
COMPREHENSIVE ADULT HEALTH (237)	9.25	957	1,433	149,545	128,214	149,545	128,214	540,630	14,888	555,518
COMMUNITY HEALTH DEVELOPMENT (238)	0.59	0	0	7,123	6,107	7,123	6,108	15,916	10,545	26,461
DENTAL HEALTH (240)	28.83	16,250	100,285	1,388,104	1,190,098	1,388,104	1,190,097	1,659,407	3,496,996	5,156,403
PRIMARY CARE SUBTOTAL	259.20	49,945	1,219,236	4,580,154	3,926,821	4,580,154	3,926,818	9,673,597	7,340,350	17,013,947
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.48	645	649	11,489	9,850	11,489	9,851	39,930	2,749	42,679
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	18	53	1,207	1,035	1,207	1,034	3,941	542	4,483
PUBLIC WATER SYSTEM (358)	0.02	15	44	410	352	410	351	1,037	486	1,523
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	10.59	710	2,334	172,228	147,660	172,228	147,660	368,703	271,073	639,776
Group Total	11.16	1,388	3,080	185,334	158,897	185,334	158,896	413,611	274,850	688,461
Facility Programs										
FOOD HYGIENE (348)	0.84	171	839	13,067	11,203	13,067	11,202	32,754	15,785	48,539
BODY ART (349)	0.01	1	1	241	206	241	206	658	236	894
GROUP CARE FACILITY (351)	1.09	294	1,056	16,203	13,892	16,203	13,892	14,777	45,413	60,190
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0

**ATTACHMENT II.
 ESCAMBIA COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2011 to September 30, 2012

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
MOBILE HOME AND PARKS SERVICES (354)	0.77	285	775	14,119	12,105	14,119	12,104	48,928	3,519	52,447
SWIMMING POOLS/BATHING (360)	3.50	468	1,399	55,499	47,583	55,499	47,583	150,397	55,767	206,164
BIOMEDICAL WASTE SERVICES (364)	0.17	46	49	8,789	7,535	8,789	7,534	32,350	297	32,647
TANNING FACILITY SERVICES (369)	0.07	21	46	969	831	969	832	2,737	864	3,601
Group Total	6.45	1,286	4,165	108,887	93,355	108,887	93,353	282,601	121,881	404,482
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	16.68	937	2,189	303,794	260,460	303,794	260,460	1,033,375	95,133	1,128,508
SUPER ACT SERVICE (356)	0.13	137	137	2,295	1,968	2,295	1,967	8,218	307	8,525
Group Total	16.81	1,074	2,326	306,089	262,428	306,089	262,427	1,041,593	95,440	1,137,033
Community Hygiene										
OCCUPATIONAL HEALTH (344)	0.00	0	0	0	0	0	0	0	0	0
COMMUNITY ENVIR. HEALTH (345)	0.04	4	4	773	663	773	663	1,955	917	2,872
INJURY PREVENTION (346)	0.00	0	0	13	12	13	12	34	16	50
LEAD MONITORING SERVICES (350)	0.00	0	0	16	14	16	13	40	19	59
PUBLIC SEWAGE (362)	0.51	3	9	7,380	6,327	7,380	6,327	18,663	8,751	27,414
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	29	25	29	26	74	35	109
RABIES SURVEILLANCE/CONTROL SERVICES (366)	1.05	644	1,650	18,026	15,455	18,026	15,456	45,588	21,375	66,963
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.08	0	167	1,183	1,014	1,183	1,014	2,991	1,403	4,394
INDOOR AIR (371)	0.00	0	0	34	29	34	30	86	41	127
RADIOLOGICAL HEALTH (372)	0.00	0	0	5	4	5	5	18	1	19
TOXIC SUBSTANCES (373)	0.00	0	0	22,220	19,050	22,220	19,051	82,541	0	82,541
Group Total	1.68	651	1,830	49,679	42,593	49,679	42,597	151,990	32,558	184,548
ENVIRONMENTAL HEALTH SUBTOTAL	36.10	4,399	11,401	649,989	557,273	649,989	557,273	1,889,795	524,729	2,414,524
D. NON-OPERATIONAL COSTS:										
Non-Operational Costs (599)	0.00	0	0	100,692	86,328	100,692	86,328	374,040	0	374,040
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	10,518	9,018	10,518	9,018	39,072	0	39,072
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	111,210	95,346	111,210	95,346	413,112	0	413,112
TOTAL CONTRACT	555.22	103,169	1,349,784	6,275,543	5,380,372	6,275,543	5,380,369	14,496,176	8,815,651	23,311,827

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
ESCAMBIA COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Main Health Department	1295 W. Fairfield Drive Pensacola, FL	Escambia County
Northside Clinic	8390 N. Palafox Pensacola, FL	Escambia County
Environmental Health Office Accounting and Finance	1300 W. Gregory Street Pensacola, FL	State of Florida Dept. of Environmental Protection
Warehouse/Office Space	3636 North "L" Street	Terharr-Cronley Investments
Molino Clinic	2470 Hwy.29 North Cantonment, FL	Escambia County
Century Clinic	501 Church Street Century, FL	Escambia County
Century Clinic Annex	511 Church Street Century, FL	Escambia County
WIC Navy Hospital Center	Naval Hospital Outpatient Clinic 6000 West Highway 98 Pensacola, FL	U.S. Navy
McMillan School	1403 St. John's Street Pensacola, FL	Escambia County School Board
WIC Westside Center	3960 Navy Blvd., Units 1 & 2 Pensacola, FL 32507	Navy Park Partnership



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1608

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Service Fee Changes

From: John J. Lanza, MD, PhD, MPH, FAAP

Organization: Health Facilities Authority

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Department's Revised Fee Schedule - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised Fee Schedule for the services provided by the State of Florida, Department of Health, Escambia County Health Department; periodically the Escambia County Health Department revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

BACKGROUND:

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on October 7, 2010.

BUDGETARY IMPACT:

The fee changes by the Escambia County Health Department are consistent with fees imposed by surrounding counties and will generate additional revenue to offset the loss of discontinued fees and increased operational expenses for the period October 1, 2011 through June 30, 2012. Fees that are no longer being charged have been deleted from the schedule.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This Recommendation requires the approval of the recommended Resolution.

Attachments

Resolution for Fee Schedule ECHD

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health for the provision of certain medical services for Escambia County citizens; and

WHEREAS, the Department of Health has requested an increase in the cost of certain medical services provided pursuant to the parties' contract for the operation of the Escambia County Health Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain medical services provided pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Dustin Hall*

Title: ACA

Date: 9/29/11

**Exhibit A
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 FEE SCHEDULE 2011.2012**

Clinical Services, Medical Records, and Vital Statistics			
SERVICE DESCRIPTION	FEE		
Vital Statistics Birth and Death Records	\$11.00 Birth Certificate; \$10 per additional copy of birth certificate, if ordered with initial request. \$10.00 Death Certificate		
Record copy	\$0.15/page • No charge (first copy to client or provider for continuity of care)		
Vaccines for Children (VFC) Program (birth through 18 yrs of age)	No charge for children birth through 18 years of age. • Administration fee billed for Medicaid eligible children.		
Non-VFC Vaccines	Cost of vaccine plus current care fee		
Clinical Services by Current Procedural Terminology (CPT) Code	Current Medicare Rate + 25% • If not covered by Medicare, current Medicaid Rate + 25%		
Devices and Medications	Average cost of device or medication added to cost of visit		
Laboratory Testing/X-ray	Cost of test plus current care fee		
Document Certified by MD	\$5.00		
Intestinal Parasite Test	\$23.00		
HIV Test	\$18.00		
School Physical	\$30.00		
Sports Physical	\$111.00		
INS Physical	\$111.00		
TB Skin Test Reading	\$5.00		
Congregate Meal Site Review	\$75.00		
Nutrition Staff In-Service	\$150.00		
Nutrition Counseling - Interagency	\$40.00		
Nutrition Counseling - Individual	\$50.00		
Environmental Health Permits and Inspections			
SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
POOLS (Application Fee)			
≥ 25,000 Gallons	\$250.00	\$168.00	\$418.00
≤ 25,000 Gallons	\$125.00	\$79.00	\$204.00
Exempted Pool (over 32 units)	\$50.00	\$53.00	\$103.00
BODY PIERCING FACILITIES			
Application Fee	\$150.00	\$0.00	\$150.00
TANNING FACILITIES			
Permit	\$150.00	\$105.00	\$255.00
Plan Review	\$0.00	\$27.00	\$27.00
Preliminary Inspection to License	\$0.00	\$27.00	\$27.00
OSTDS (Septic Tanks)			
New System Escambia CHD Fee State	\$350.00	\$200.00	\$550.00
Abandonment	\$50.00	\$50.00	\$100.00
Existing > 3 yrs. Old	\$85.00	\$150.00	\$235.00
Repair	\$300.00	\$50.00	\$350.00
Environmental Analysis Program Inspection Fee	\$0.00	\$150.00	\$150.00

SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
GROUP FACILITIES			
Adult Family Care Homes	\$0.00	\$187.00	\$187.00
Assisted Living < 24	\$0.00	\$319.00	\$319.00
Assisted Living > 24	\$0.00	\$345.00	\$345.00
Crisis Stabilization Unit < 24	\$0.00	\$319.00	\$319.00
Crisis Stabilization Unit > 24	\$0.00	\$345.00	\$345.00
Intermediated Care Facilities for developmentally disabled	\$0.00	\$240.00	\$240.00
Mobile Home & Recreational Vehicle Park (preempted)	\$4.00	\$0.00	\$4.00
Other Residential Facilities	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities < 12	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities > 12	\$0.00	\$345.00	\$345.00
Residential Group Care ≤ 24	\$0.00	\$319.00	\$319.00
Residential Group Care > 24	\$0.00	\$345.00	\$345.00
Transitional Living Facilities < 24	\$0.00	\$319.00	\$319.00
Transitional Living Facilities > 24	\$0.00	\$349.00	\$349.00
FOOD SERVICE FACILITIES			
Alcohol Inspection Approval	\$30.00	\$50.00	\$80.00
Bars/Lounges	\$190.00	\$160.00	\$350.00
Civic/Fraternal	\$190.00	\$50.00	\$240.00
Jails/Prisons	\$250.00	\$160.00	\$410.00
Limited Food	\$110.00	\$97.00	\$207.00
Movie Theaters	\$190.00	\$150.00	\$340.00
Other	\$190.00	\$160.00	\$350.00
Residential Facilities	\$135.00	\$160.00	\$295.00
LATE PERMIT FEES			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1595

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: BA#005 - Increase in Property Appraiser's Budget

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #005 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #005, General Fund (001) in the amount of \$106,245, to recognize an increase in the Property Appraiser's Fiscal Year 2011-2012 Budget approved by the Florida Department of Revenue (DOR), and to appropriate the increased allocation for the Property Appraiser's operational activities.

BACKGROUND:

The DOR approved a late budget amendment to the FY11-12 Property Appraiser's Budget. This amendment corrects the Property Appraiser's Budget allocation.

BUDGETARY IMPACT:

This budget amendment increases the Property Appraiser's allocation by \$106,245. Funds will be taken from the General Fund's Reserves for Operating.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in Elected Official's Budgets to come before the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#005

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#005**

Approval Authorities

Bureau Chief
Assistant County Administrator
County Administrator
Action by the Board

<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Transfer From: Fund 001/Non-Departmental
Fund/Bureau**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves for Operating		110201	59805	106,245
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				\$106,245

**Transfer To: Fund 001/Property Appraiser
Fund/Bureau**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Personal Services/P.A.		510101	59702	106,245
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				\$106,245

Detailed Justification:

Funds are being re-allocated to cover the final budget amendments approved by the Florida Department of Revenue (DOR) for the Escambia County Property Appraiser for FY 11/12.

OMB Analyst

Budget Manager

Bureau Chief



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1597

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to DRMP, Inc., for multi-lane reconstruction, per PD 10-11.071, Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI (Construction, Engineering and Inspection), in the amount of \$1,482,372.47.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

BACKGROUND:

Request for Letters of Interest, PD 10-11.071, Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI were publicly noticed on Monday, August 1, 2011 to 98 known firms. Responses were received from 5 firms on Tuesday, August 16, 2011.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services) will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Final Fee Proposal

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 County: Escambia
 PD: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08-0212.000
 Date: 10/5/2011
 Estimator: JLH

Staff Classification	Hours From "SH Summary - Firm"	Chief Engineer/D part. Head	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer Technician	Environmenta l Specialist	Senior Scientist	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.64	\$47.73	\$38.27	\$36.96	\$26.98	\$16.39	\$27.49	\$32.88	\$40.87	\$37.98	\$34.75	\$22.17			
3. Project General and Project Common Tasks	481	135	96	48	120	24	14	43	0	0	0	0	0	480	\$20,020	\$41.71
4. Roadway Analysis	2,789	195	641	418	558	558	84	335	0	0	0	0	0	2,789	\$103,121	\$36.97
5. Roadway Plans	1,960	98	196	294	431	294	59	588	0	0	0	0	0	1,960	\$66,758	\$34.06
6. Drainage Analysis	857	60	197	129	171	171	26	103	0	0	0	0	0	857	\$31,689	\$36.98
7. Utilities	360	36	72	54	72	72	11	43	0	0	0	0	0	360	\$13,364	\$37.12
7.13 Utility Design	478	24	48	72	105	72	14	143	0	0	0	0	0	478	\$16,294	\$34.09
8. Environmental Permits, Compliance & Clearances	175	9	18	9	0	18	5	21	44	53	0	0	0	177	\$6,435	\$36.36
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	32	2	2	5	8	8	1	6	0	0	0	0	0	32	\$1,085	\$33.90
18. Structures - Miscellaneous	60	3	4	9	15	15	2	12	0	0	0	0	0	60	\$2,015	\$33.58
19. Signing & Pavement Marking Analysis	259	13	39	52	65	52	0	39	0	0	0	0	0	260	\$9,413	\$36.21
20. Signing & Pavement Marking Plans	116	6	6	12	29	17	0	46	0	0	0	0	0	116	\$3,857	\$33.25
21. Signalization Analysis	130	7	20	26	33	26	0	20	0	0	0	0	0	132	\$4,789	\$36.28
22. Signalization Plans	82	4	8	12	18	12	2	25	0	0	0	0	0	81	\$2,761	\$34.08
23. Lighting Analysis	226	16	52	34	45	45	7	27	0	0	0	0	0	226	\$8,360	\$36.99
Total Staff Hours	8,005	608	1,399	1,174	1,670	1,384	225	1,451	44	53	0	0	0	8,008		
Total Staff Cost		\$32,005.12	\$66,774.27	\$44,928.98	\$61,723.20	\$37,340.32	\$3,687.75	\$39,887.99	\$1,446.72	\$2,166.11	\$0.00	\$0.00	\$0.00		\$289,960.46	\$36.21

Check = \$289,960.46

SALARY RELATED COSTS:		\$289,960.46
OVERHEAD:	168%	\$487,133.57
OPERATING MARGIN:	12%	\$93,251.28
FCCM (Facilities Capital Cost Money):	1.50%	\$13,055.18
EXPENSES:	0.00%	\$0.00
DRMP Roadway Design		\$883,400.50
DRMP Survey	See attachment for more information	\$163,304.52
SUBTOTAL ESTIMATED FEE:		\$1,046,705.02
EPR (Warrant Analysis)	See attachment for more information	\$7,607.96
Terracon Geotechnical Field and Lab Testing	See attachment for more information	\$45,087.35
SUBTOTAL ESTIMATED FEE:		\$1,099,400.33
DRMP Supplemental	See attachment for more information	\$382,972.14
GRAND TOTAL ESTIMATED FEE:		\$1,482,372.47

- Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Staff Hour Summary

Name of Consultant:

DRMP, Inc.

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment

PO 10-11.071

Activity No.	Activity	Project Staff Hours												Total Hours		
		DRMP, INC.	DRMP Survey	EPR (Warrant Analysis)	Terracon	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11		Sub 12	
3	Project Common and General Tasks	481				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										481
4	Roadway Analysis	2789													2789	
5	Roadway Plans	1960													1960	
6	Drainage Analysis	857													857	
7	Utilities	360													360	
7.13	Utility Design	478													478	
8	Env. Permits, Compliance & Clearances	175													175	
9	Structures - Summary, Misc. Tasks, Dwgs.	32				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										32
18	Miscellaneous Structures	60				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										60
19	Signing & Pavement Marking Analysis	259													259	
20	Signing & Pavement Marking Plans	116													116	
21	Signalization Analysis	130		105		See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										235
22	Signalization Plans	82				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										82
23	Lighting Analysis	226				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										226
24	Lighting Plans	0				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										0
27	Survey - Field and Office Support		513			See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										513
30	Geotechnical				293										293	
31	Construction Engineering Inspection	0				See By Supplemental for staff hours that can only be used if authorized in writing by the County PM										0
Project Total		8,005	513	105	293	0	0	0	0	0	0	0	0	0	8,916	
27	Survey Field Crew Days	90													90	

- Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT AND COST - DRMP SURVEY

Name of Project: 0
 County: Escambia
 FPN: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 10/5/2011
 Estimator: insert name

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer	Environmental	Senior Scientist	Senior Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task	
27. Survey (Field & Office Support)	513	0	0	0	0	0	0	0	0	0	26	154	333	513	\$13,722	\$26.75
Total Staff Hours	513	0	0	0	0	0	0	0	0	0	26	154	333	513		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$987.48	\$5,351.50	\$7,382.61		\$13,721.59	\$26.75

Check = \$13,721.59

SALARY RELATED COSTS:		\$13,721.59
OVERHEAD:	168%	\$23,052.27
OPERATING MARGIN:	12%	\$4,412.86
FCCM (Facilities Capital Cost Money):	1.50%	\$617.80
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$41,804.52
Survey (Field)	90	3-man crew da \$ 1,350 / day
GRAND TOTAL ESTIMATED FEE:		\$121,500.00
		\$163,304.52

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (EPR)

Name of Project: Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 County: Escambia
 PD: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 10/5/2011
 Estimator: BP

Staff Classification	Total Staff Hours From *SH Summary - Firm*	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer	Environmental	Senior Scientist	Senior Surveyor &	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
21. Signalization Analysis	105	11	21	26	21	16	0	11	0	0	0	0	0	106	\$2,497	\$23.56
Total Staff Hours	105	11	21	26	21	16	0	11	0	0	0	0	0	106		
Total Staff Cost		\$437.58	\$723.99	\$538.69	\$417.69	\$233.38	\$0.00	\$145.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,497.18	\$23.56

Check = \$2,497.18

SALARY RELATED COSTS:		\$2,497.18
OVERHEAD:	168%	\$4,195.26
OPERATING MARGIN:	12%	\$803.09
FCCM (Facilities Capital Cost Money):	1.50%	\$112.43
EXPENSES:	0.00%	\$0.00
GRAND TOTAL ESTIMATED FEE:		\$7,607.96

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (TERRACON)

Name of Project: Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 County: Escambia
 PD: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 10/5/2011
 Estimator: AS

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer	Environmental	Senior Scientist	Senior Surveyor &	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
30. Geotechnical	293	15	21	44	59	88	9	59	0	0	0	0	0	295	\$8,438	\$28.60
Total Staff Hours	293	15	21	44	59	88	9	59	0	0	0	0	0	295		
Total Staff Cost		\$696.15	\$800.57	\$1,356.49	\$1,564.68	\$2,537.96	\$152.16	\$1,329.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,437.98	\$28.60

Check = \$8,437.98

SALARY RELATED COSTS:		\$8,437.98
OVERHEAD:	168%	\$14,175.81
OPERATING MARGIN:	12%	\$2,713.65
FCCM (Facilities Capital Cost Money):	1.50%	\$379.91
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$25,707.35
Geotechnical Field and Lab Testing		\$19,380.00
GRAND TOTAL ESTIMATED FEE:		\$45,087.35

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - DRMP SUPPLEMENTAL

(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PROJECT MANAGER.)

Name of Project: Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 County: Escambia
 PD: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 10/5/2011
 Estimator: RM

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/Clerical	Senior Proj. Engineer	Project Engineer	Inspector III	Inspector II	RCS/EEO	Secretary/Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.64	\$47.73	\$38.27	\$36.96	\$26.98	\$16.39	\$43.67	\$28.87	\$25.45	\$20.80	\$16.19	\$13.70			
3. Project General and Project Common Tasks	835	234	167	84	209	117	25	0	0	0	0	0	0	836	\$34,794	42
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	7	0	1	1	2	3	0	0	0	0	0	0	0	7	\$241	34
18. Structures - Miscellaneous	65	3	7	10	16	29	0	0	0	0	0	0	0	65	\$2,249	35
21. Signalization Analysis	84	4	13	17	21	29	0	0	0	0	0	0	0	84	\$3,040	36
22. Signalization Plans	48	2	5	7	11	22	1	0	0	0	0	0	0	48	\$1,628	34
23. Lighting Analysis	389	27	89	58	78	124	12	0	0	0	0	0	0	388	\$14,314	37
24. Lighting Plans	148	7	15	22	33	67	4	0	0	0	0	0	0	148	\$5,019	34
31. Construction Engineering Inspection	2,453	0	0	0	0	0	0	147	245	1,668	172	123	98	2,453	\$62,855	26
Total Staff Hours	4,029	277	297	199	370	391	42	147	245	1,668	172	123	98	4,029		
Total Staff Cost		\$14,581.28	\$14,175.81	\$7,615.73	\$13,675.20	\$10,549.18	\$688.38	\$6,419.49	\$7,073.15	\$42,450.60	\$3,577.60	\$1,991.37	\$1,342.60		\$124,140.39	\$30.81

Check = \$124,140.39

SALARY RELATED COSTS:		\$124,140.39
OVERHEAD:	168%	\$208,555.86
OPERATING MARGIN:	12%	\$39,923.55
FCCM (Facilities Capital Cost Money):	1.50%	\$5,589.30
EXPENSES:	0.00%	\$0.00
DRMP Roadway Design		\$378,209.10
DRMP Survey	See attachment for more information	\$4,763.04
GRAND TOTAL ESTIMATED FEE:		\$382,972.14

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

**Project Staff Hour Summary
(SUPPLEMENTAL)**

Name of Consultant:

DRMP, Inc.

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment

PO 10-11.071

Activity No.	Activity	Project Staff Hours												Total Hours	
		DRMP Supplemental	DRMP Supplemental - Survey	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11		Sub 12
3	Project Common and General Tasks	835													835
9	Structures - Summary, Misc. Tasks, Dwgs.	7													7
18	Miscellaneous Structures	65													65
21	Signalization Analysis	84													84
22	Signalization Plans	48													48
23	Lighting Analysis	389													389
24	Lighting Plans	148													148
27	Survey - Field and Office Support		17												17
31	Construction Engineering Inspection	2453													2453
Project Total		4,029	17	0	0	0	0	0	0	0	0	0	0	0	4,046
27	Survey Field Crew Days	3													3

- Notes:
1. Staff hours for prime consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT AND COST - DRMP SURVEY

Name of Project: 0
 County: Escambia
 FPN: 10-11.071
 FAP No.: No Federal Aid

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 10/5/2011
 Estimator: insert name

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer	Environmental	Senior Scientist	Senior Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task	
27. Survey (Field & Office Support)	17	0	0	0	0	0	0	0	0	0	1	5	11	17	\$456	\$26.80
Total Staff Hours	17	0	0	0	0	0	0	0	0	0	1	5	11	17		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.98	\$173.75	\$243.87		\$455.60	\$26.80

Check = \$455.60

SALARY RELATED COSTS:		\$455.60
OVERHEAD:	168%	\$765.41
OPERATING MARGIN:	12%	\$146.52
FCCM (Facilities Capital Cost Money):	1.50%	\$20.51
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$1,388.04
Survey (Field)	3	4-man crew da \$ 1,350 / day
GRAND TOTAL ESTIMATED FEE:		\$3,375.00
		\$4,763.04

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 3: Project Common and Project General Tasks

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment

Updated 080818

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					Two (2) 1-hour informal Public Meetings + 1 Town Hall Meeting by allowance
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
3.1.4	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	80	80	80 (initial aerial rollplot)
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	MPO Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					80	
3.2	Joint Project Agreements	EA	0	0	0	not anticipated
3.3	Bid / Specs Package Preparation	LS	1	20	20	Coord. with County for specs and construction time duration, etc.
3.4	Contract Maintenance	LS	1	220	220	20 hr for set-up, 4 hr per month for 48 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	not anticipated
3.6	Prime Consultant Project Manager Meetings	LS	1	145	145	See listing below
3.7	Plans Update	LS	0	0	0	Staffhours will be negotiated following Basic Services and at the time the plans come "off the shelf" for bidding.
3.8	Post Design Services	LS	0	0	0	
3.9	Electronic Delivery	LS	1	16	16	Includes CD with PDF plan set, specifications, bid forms and other documentation (4 hrs per submittal)
3.10	Other Project General Tasks	LS	0	0	0	not anticipated
3. Project Common and Project General Tasks Total					481	

Project Activity 3: Project Common and Project General Tasks

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	7	4	28	See Project Activity form for PM attendance under Technical Meetings
Drainage	EA	0	4	0	See Project Activity form for PM attendance under Technical Meetings
Utilities	EA	3	3	9	See Project Activity form for PM attendance under Technical Meetings
Environmental	EA	2	5	10	See Project Activity form for PM attendance under Technical Meetings
Signalization	EA	2	3	6	See Project Activity form for PM attendance under Technical Meetings
Lighting	EA	1	4	4	See Project Activity form for PM attendance under Technical Meetings
Progress Meetings	EA	24	2	48	Prepare Progress Report/Agenda + attend + follow-up
Phase Reviews	EA	4	2	8	Review Plans & Docs + Review Comments/Responses
Field Reviews	EA	4	8	32	
Total Project Manager Meetings		47		145	

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 3: Project Common and Project General Tasks - SUPPLEMENTAL
(THESE TASKS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM)

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment

Updated 080818

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					Two (2) 1-hour informal Public Meetings + 1 Town Hall Meeting
3.1.1	Community Awareness Plan	LS	1	16	16	Documents Public Involvement coordination required for major reconstruction project. Lists elected officials, property owners, concerned citizens.
3.1.2	Notifications	LS	1	0	0	Draft notifications to elected officials and other public officials will be handled by the COUNTY
3.1.3	Prepare Mailing Lists	LS	1	40	40	Initial list (24) + update (16) w/ County GIS information for 2 meetings
3.1.4	Median Modification Letters	LS	0	0	0	Not applicable to this project
3.1.5	Driveway Modification Letters	LS	1	97	97	2 (initial letter) + 0.5hr X 109 dwys + 3 hr X 17 sheets to modify
3.1.6	Newsletters	LS	1	0	0	No newsletter at Public Meeting / Assume 2 - one for each public meeting
3.1.7	Renderings and Fly Throughs	LS	1	60	60	80 (initial aerial rollplot) (+ 30 hrs per update X 2 meetings by allowance)
3.1.8	PowerPoint Presentation	LS	1	70	70	For TPO, Committee of Whole or other agencies. Used during 2 Pub. Mtg. (32 hours each) + 6 hours for oral presentation
3.1.9	Public Meeting Preparations	LS	1	140	140	60 hours X 2 meetings + 40 hours X 1 Town Hall by allowance +advertising cost (20 hrs)
3.1.10	Public Meeting Attendance/Followup	LS	1	200	200	Co. Review/Briefing with 3 participating in two mtgs + 2 participate TH mtg
3.1.11	MPO Meetings	LS	1	0	0	Not needed per COUNTY PM
3.1.12	One-Page Summary for Web Site	LS	1	48	48	1hrs/month for 48 months (through construction) for maintenance
3.1 Public Involvement Subtotal					671	
3.2	Joint Project Agreements	EA	0	0	0	not anticipated
3.3	Specifications Package Preparation	LS	0	0	0	see staff hours
3.4	Contract Maintenance	LS	0	0	0	see staff hours
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	not anticipated
3.6	Prime Consultant Project Manager Meetings	LS	1	20	20	See listing below
3.7	Plans Update	LS	0	0	0	Staffhours will be negotiated following Basic Services and at the time the plans come "off the shelf" for bidding.
3.8	Post Design Services	LS	1	144	144	Assume 12 construction inquiries (6 major @ 12 hours, 6 minor @ 4 hours) with documentation and field visits. Includes 6 plan sheet revisions and re-submittal @ 8 hours per sheet.
3.9	Electronic Delivery	LS	0	0	0	included in staff hours

**Project Activity 3: Project Common and Project General Tasks - SUPPLEMENTAL
(THESE TASKS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM)**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.10	Other Project General Tasks	LS	0	0	0	not anticipated
3. Project Common and Project General Tasks Total					835	

3.6 - List of Project Manager Meetings

Signalization	EA	1	4	4	See Project Activity form for PM attendance under Technical Meetings
Progress Meetings	EA	0	0	0	Included in staffhours
Phase Reviews	EA	0	0	0	Included in staffhours
Field Reviews	EA	2	8	16	For additional work (signalization, lighting, etc.)

Total Project Manager Meetings		3		20	
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Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	24	24	Data Sht, 1st typ sect (20) + 3 typs for aux lanes, Johnson & sidestreets (8 ea.)
4.2	Pavement Design Package	LS	1	24	24	mainline (8) + Johnson (8) + side streets (8)
4.3	Access Management	LS	1	24	24	Consolidating dwys, meetings, memorandum
4.4	Horizontal/Vertical Master Design Files	LS	1	632	632	320*1st mile+240*1.3 mile includes Johnson
4.5	Cross Section Design Files	LS	1	784	784	320/mile @ 50 ft spacing inc.16 hour X 3 ponds
4.6	Traffic Control Analysis	LS	1	396	396	120 hrs+ 60 hrs X 2 phases X 2.3 miles x-sections (100' ft.)
4.7	Master TCP Design Files	LS	1	368	368	80 hrs X 2.3 miles X 2 phases + temp. drainage (50 scale)
4.8	<i>Design Variations</i>	LS	0	0	0	<i>None anticipated</i>
4.9	Design Report	LS	1	16	16	Design Criteria
4.10	Computation Book & Quantities	LS	1	60	60	Back-up "in-house" quantity calculations
4.11	Cost Estimate	LS	1	24	24	8 hrs for 1st est. + 8 for 90% and 100%
4.12	<i>Technical Special Provisions</i>	LS	0	0	0	<i>None anticipated</i>
4.13	Other Roadway Analysis	LS	1	24	24	Coordination with Co. staff, Co. consultant and FDOT staff related to West Olive Road and 9th Avenue.
Roadway Analysis Technical Subtotal					2376	
4.14	Field Reviews	LS	1	40	40	Following 60% and 90% submittal + access mgt. (2 people/day)
4.15	Technical Meetings	LS	1	80	80	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	5%	119	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
4.17	<i>Independent Peer Review</i>	LS	%	0%	0	<i>None anticipated</i>
4.18	Supervision	LS	%	5%	119	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
Roadway Analysis Nontechnical Subtotal					358	
4.19	Coordination	LS	%	2%	55	
4. Roadway Analysis Total					2789	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						Note:
						hours/unit = # attend X hours per meeting/ PM incl. in Project General Task
	Kickoff Design/Typical Section	EA	1	4	4	2 attend + PM. Document
	Pavement Design	EA	0	0	0	Document sent and approved via email.
	Access Management	EA	4	4	16	1 attend with follow-up + two citizen field meetings + PM @ 1 meeting
	15% Line and Grade	EA	1	8	8	2 attend . Prepare & print plans, docs, field visit. Prepare responses.
	Driveways	EA	2	6	12	2 attend with field visit with Co. and document + follow-up
	Local Governments (cities, counties, MPO)	EA	0	0	0	not anticipated . See allowance for reserve.
	Work Zone Traffic Control	EA	0	0	0	No meeting needed.
	30/60/90/100% Comment Review Meetings	EA	4	8	32	2 attend + PM. Print Plans & Docs, Prepare Responses to Comments.
	Other Meetings	EA	2	4	8	1 attend + PM coordination with Co. and FDOT (JPA's, R-W, permits, etc.)
Subtotal Technical Meetings					80	
	Progress Meetings (if required by Count	EA	0	0	0	Progress Meetings included in 3.0 Project General Task.
	Phase Review Meetings	EA	0	0	0	See General Task 3
Total Meetings					80	

Carries to 4.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	12	1	12	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	not anticipated
5.3	Drainage Map		Sheet	4	8	4	32	includes flood data
5.4	Interchange Drainage Map		Sheet	0	0	0	0	not applicable
5.5	Typical Section Sheets		Sheet	2	12	2	24	mainline, 1 Johnson, 1 side street, 1 aux. lane
5.6	General Notes/Pay Item Notes		Sheet	2	8	2	16	
5.7	Summary of Quantities		Sheet	8	12	8	96	
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	not applicable
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	not applicable
5.10	Summary of Drainage Structures		Sheet	4	32	4	128	
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	not applicable for County
5.12	Project Layout		Sheet	3	10	3	30	Inc. Davis to Johnson Ave. 400' scale
5.13	Plan/Profile Sheet		Sheet	19	5	19	95	50 scale (sta 167 to sta 281) + 2 Johnson
5.14	Profile Sheet		Sheet	0	0	0	0	not applicable
5.15	Plan Sheet		Sheet	0	0	0	0	not applicable
5.16	Special Profile		Sheet	0	0	0	0	not applicable
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	not applicable
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	not applicable
5.20	Intersection Layout Details		Sheet	14	12	14	168	24 'T' intersections (2 per sht) + 1 cross street + Johnson Realignment
5.21	Miscellaneous Detail Sheets		Sheet	2	16	2	32	alignment, bearing sheet with pond routes and County/Utility details
5.22	Drainage Structure Sheet (Per Structure)		EA	115	3		345	To include in regular x sections & incl. design adjustments for utility coordination
5.23	Miscellaneous Drainage Detail Sheets		Sheet	1	24	1	24	Details for ponds and conflict structures with utilities
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	not applicable
5.25	Lateral Ditch Cross Sections		EA	0	0		0	not applicable
5.26	Retention/Detention Ponds Detail Sheet		Sheet	3	48	3	144	2 major ponds + 1 minor pond

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.27	Retention Pond Cross Sections		EA	36	0.5		18	
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	Provided by Terracon
5.30	Cross Sections		EA	380	0.5		190	12,144 LF at every 50' + 110 driveways + 27 side streets
5.31	Traffic Control Plan Sheets		Sheet	19	9	19	171	50 scale stacked 2 phases
5.32	Traffic Control Cross Section Sheets		EA	10	0.5		5	Every 2500' per phase
5.33	Traffic Control Detail Sheets		Sheet	4	10	4	40	general notes, typ sections, phasing notes per phase, adv. sign detail, summary of quantities
5.34	Utility Adjustment Sheets		Sheet	19	10	19	190	50 scale with SUE Data & tables inc. pond routes, ponds and Johnson Ave. Realign
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	not applicable
5.36	Erosion Control Plan		Sheet	2	4		8	Typical plan sheet and Detail sheet
5.37	SWPPP		Sheet	1	4	1	4	per permit
5.38	Project Control Network Sheet		Sheet	0	0	0	0	not applicable
5.39	Environmental Detail Sheets		LS	0	0		0	not applicable
5.40	Utility Verification Sheet (SUE Data)		Sheet	1	10	1	10	summary table and info included on Utility Adj.
Roadway Plans Technical Subtotal						107	1782	
5.41	Quality Assurance/Quality Control		LS	%	5%		89	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5.42	Supervision		LS	%	5%		89	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5. Roadway Plans Total						107	1960	

Project Activity 6: Drainage Analysis

Estimator: BK

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	3	8	24	
6.2	Pond Siting Analysis and Report	Per Basin	1	20	20	Determine Limits of basin divide and Prepare PS Memo with info provided by County. No formal PSR.
6.3	Design of Cross Drains	EA	2	16	32	Address offsite flow to FDOT "Dead End Ditch" and Johnson Avenue with info provided by County
6.4	<i>Design of Roadway Ditches</i>	<i>Per Ditch Mile</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>None - urban</i>
6.5	Design of Outfalls	EA	3	8	24	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	3	50	150	
6.7	<i>Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)</i>	<i>Per System</i>	<i>0</i>	<i>0</i>	<i>0</i>	
6.8	<i>Design of Flood Plain Compensation Area</i>	<i>Per Encroachment</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>not anticipated</i>
6.9	Design of Storm Drains	EA	115	2.5	288	1 per 125 LF plus drainage to/from ponds plus offsite
6.10	<i>Optional Culvert Material</i>	<i>LS</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>not required for Escambia County</i>
6.11	French Drain Systems	<i>Per 1000 Feet of French Drain</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>not anticipated</i>
6.12	Drainage Wells	EA	0	0	0	not anticipated
6.13	Drainage Design Documentation Report	LS	1	40	40	
6.14	<i>Bridge Hydraulic Report</i>	<i>EA</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>not anticipated</i>
6.15	Temporary Drainage Analysis	LS	1	40	40	
6.16	Cost Estimate	LS	1	12	12	
6.17	Technical Special Provisions	LS	1	4	4	
6.18	Other Drainage Analysis	LS	1	40	40	Evaluate drainage at 9th Avenue for capacity (24 hrs). County to provide information, plans and calculations. Coordination with Co. staff and Co. consultant and FDOT staff related to West Olive Road, Davis Highway and 9th Avenue. (16 hrs)
Drainage Analysis Technical Subtotal					674	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.19	Field Reviews	LS	1	36	36	
6.20	Technical Meetings	LS	1	62	62	Meetings are listed below
6.21	Quality Assurance/Quality Control	LS	%	5%	34	
6.22	<i>Independent Peer Review</i>	LS	%	0%	0	
6.23	Supervision	LS	%	5%	34	
Drainage Analysis Nontechnical Subtotal					166	
6.24	Coordination	LS	%	2%	17	
6. Drainage Analysis Total					857	

Technical Meetings

Base Clearance Water Elevation
Pond Siting

EA 0 0 0
EA 1 8 8

Agency
Local Governments (cities, counties)

EA 2 6 12
EA 0 0 0

Other Drainage-related Meetings
Other Meetings

EA 1 6 6
EA 2 8 16

Subtotal Technical Meetings

42

Progress Meetings (if required by County)
Phase Review Meetings

EA 4 3 12
EA 1 8 8

Total Meetings

62

Carries to 6.20

Note:

hours/unit = # attend X hours per meeting/ PM incl. in Project Ge

1 attend Meeting with NFWMD (1 RAI follow up via phone
County PM to attend meetings

1 attend one anticipated with resident, Commissioner, etc.

as required during drainage intensive design periods
60% only

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	16	16	2 attendees (Asst. PM, Lead Designer or Drainage Engineer) preparation + mtg + follow-up
7.2	Identify Existing UAO(s)	LS	8	1	8	8 utilities ID in CMP. Update contacts.
7.3	Make Utility Contacts	LS	8	3	24	1 hour to contact X 8 utilities X 3 contacts throughout project.
7.4	Exception Coordination	LS	8	3	24	3 hours to review for Greenbook clear zone violations. Do not anticipate Exceptions. Coordination by COUNTY.
7.5	Preliminary Utility Meeting (30%)	LS	1	24	24	2 attendees (Asst. PM, Lead Designer or Drainage Engineer) send notifications + preparation + mtg + gather info for 8 utilities, prepare minutes & follow-up
7.6	Individual/Field Meetings	LS	1	32	32	3 "full day" field meetings (8 hrs) + 2 individual meetings (2 hrs) + documentation each mtg
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	6	48	6 hour per utility. 8 utilities See Scope
7.8	<i>Subordination of Easements Coordination</i>	LS	0	0	0	<i>Not anticipated</i>
7.9	Utility Design Meeting (60%)	LS	8	3	24	3 attendees (Asst. PM, Lead Designer, Drainage Engineer) preparation + mtg + follow-up Invite County Engineering & Traffic Dept.
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	8	2	16	2 hours per utility. 8 utilities
7.11	Utility Coordination/Followup	LS	8	2	16	2 hour/utility for coordination and resolution of all known conflicts.
7.12	Utility Constructability Review	LS	8	6	48	Review utility schedule against construction contract time and phasing for compatibility with assistance from County staff
7.13	<i>Additional Utility Services</i>	LS	0	0	0	<i>See separate tab for utility design task</i>

Project Activity 7: Utilities

7.14	Processing Utility Work by Contractor	LS	1	16	16	Assist County with coord w/ utility and Contractor. Review utility specs and quantities.
7.15	Contract Plans to UAO(s)	LS	8	1	8	1 hr/utility. For Construction plans.
7.16	Certification/Close-Out	LS	8	4	32	Includes certification with assistance from County staff for utility negotiations
7.17	Other Utilities	LS	1	24	24	Monthly County Meetings (see below)
7. Utilities Total					360	

Technical Meetings

Kickoff	EA	1	2 attend + PM (Task 7.1)
Preliminary Meeting	EA	1	2 attend + PM (Task 7.5)
Individual UAO Meetings	EA	3	1 or 2 attend. (Task 7.6)
Field Meetings	EA	3	2 attend. (Task 7.6)
Design Meeting	EA	1	3 attend + PM (Task 7.9)
Other Meetings (Monthly County Meetings)	EA	24	1 attend for 1 hr for 24 months (Task 7.17)

Total Technical Meetings **33**

Project Activity 7.13: Utility Design

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.13.1	Horizontal/Vertical Master Design Files	LS	1	160	160	10,850 LF total of WM (revise CA to PVC), Sta 104 - 199 and Sta 250 - 255
7.13.2	Cross Section Design Files	LS	1	20	20	10,850 LF at every 500' (along new PVC)/Special Sections (locations)
7.13.3	General Notes/Pay Item Notes	Sheet	1	8	8	Local, FDEP and FDOT general notes
7.13.4	Summary of Quantities	Sheet	1	16	16	Summary of Quantities
7.13.5	Plan Sheet	Sheet	16	6	96	50 scale; total 10,850 LF @ 700 LF/sheet = 16 sheets
7.13.6	Special Plan Details	Sheet	5	10	50	Scale to view connections to existing utilities, 4 inline connections to existing main, 30 lateral connections @ 4 per sheet
7.13.7	Special Profile	Sheet	0	0	0	N/A, plan view only
7.13.8	Cross Sections	EA	22	0.13	3	10,850 LF at every 500'
7.13.9	Detail Sheets	Sheet	4	4	16	Local and FDEP Details
7.13.10	Cost Estimate	LS	1	16	16	60, 90, 100 (8 hrs at 60 and 4hr at 90 and 100)
7.13.11	Permitting	LS	1	8	8	FDEP water permitting, applications, submittal and coordination
Utilities Technical Total					393	
7.13.12	Meetings	LS	1	36	36	Meetings are listed below
7.13.13	Quality Assurance/Quality Control	LS	%	5%	20	
7.13.14	Independent Peer Review	LS	%	0%	0	
7.13.15	Supervision	LS	%	5%	20	
Utilities Nontechnical Subtotal					76	
7.13.16	Coordination	LS	%	2%	9	Coord with ECUA and County
Utilities Total					478	

Meetings

Local - Kickoff, Post-60 and Field Review	18	1 attend (3) meetings * 6 hour per meeting
Teleconference - Monthly with Owner / Team	18	1 attend 6 meetings * 3 hr each (incl. time for prep, follow-up, coord & action items)

Total Meetings	36
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Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator: GM
Updated 080818

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	16	16	Data gathering for relevent sources including County, FDOT, WMD, ACOE, USFWS, FFWCC
8.2	<i>Complete Permit Involvement Form</i>	LS	0	0	0	
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	30	30	Wetland flagging for project corridor and proposed pond site locations. Complete wetland assessment.
8.4	Agency Verification of Wetland Data	LS	1	8	8	State agencies field meeting
8.5	Complete And Submit All Required Permit Applications	LS	1	80	80	Assume no wetland impacts. (+20 hours for permit fees)
8.6	<i>Prepare Dredge and Fill Sketches</i>	LS	0	0	0	<i>not anticipated</i>
8.7	<i>Prepare USCG Permit Sketches</i>	LS	0	0	0	<i>not anticipated</i>
8.8	<i>Prepare Water Management District Right-of-Way Occupancy Sketches</i>	LS	0	0	0	<i>not anticipated</i>
8.9	<i>Prepare Coastal Construction Control Line (CCCL) Permit Application</i>	LS	0	0	0	<i>not anticipated</i>
8.10	<i>Prepare Tree Permit Information</i>	LS	0	0	0	<i>not anticipated</i>
8.11	<i>Mitigation Coordination and Meetings</i>	LS	0	0	0	<i>not anticipated</i>
8.12	<i>Mitigation Design</i>	LS	0	0	0	<i>not anticipated</i>
8.13	<i>Environmental Clearances and Technical Support</i>	LS	0	0	0	<i>not anticipated</i>
8.14	<i>Environmental Clearances and Reevaluations</i>	LS	0	0	0	<i>not anticipated</i>
8.15	<i>Other Environmental Permits</i>	LS	0	0	0	<i>Assume no listed species permitting required.</i>
Environmental Permits, Compliance and Clearances Technical Subtotal					134	
8.16	Technical Meetings	LS	1	24	24	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	5%	7	
8.18	Supervision	LS	%	5%	7	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					38	
8.19	Coordination	LS	%	2%	3	
8. Environmental Permits, Compliance and Clearances Total					175	

Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						Note:
						hours/unit = # attend X hours per meeting/ PM incl. in Project General Task
	WMD	EA	2	8	16	1 attend + PM NFWWMD pre-application meeting + follow-up
	ACOE	EA	1	8	8	1 attend + PM ACOE determination of jurisdiction mtg
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
Subtotal Technical Meetings					24	
	Progress Meetings	EA	0	0	0	No significant impacts anticipated
	Phase Review Meetings	EA	0	0	0	No significant impacts anticipated
Total Meetings					24	

Carries to 8.16

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: ML

oad from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	Design and Production Staffhours				Comments					
			No. of Units	Hours per Unit	No. of Sheets	Total						
General Drawings												
9.1	Index of Drawings	Sheet	0	0	0	0						
9.2	Project Layout	Sheet	0	0	0	0						
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0						
9.4	Miscellaneous Common Details	Sheet	0	0	0	0						
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0						
9.6	Existing Bridge Plans	LS	0	0		0						
9.7	Assemble Computation Book and Quantities	LS	0	0		0						
9.8	Cost Estimate	LS	0	0		0						
9.9	Technical Special Provisions	LS	0	0		0						
Structures - Summary and Miscellaneous Tasks						0	0					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	
18	Miscellaneous Structures	60									60	
Structures Technical Subtotals		60	0	0	0	0	0	0	0	0	60	
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments						
9.10	Field Reviews	LS	1	8	8	1 attend 2 field reviews for 4 hours						
9.11	Technical Meetings	LS	1	16	16	Meetings are listed below						
9.12	Quality Assurance/Quality Control	LS	%	5%	3							
9.13	Independent Peer Review	LS	%	0%	0							
9.14	Supervision	LS	%	5%	3							
Structures Nontechnical Subtotal						30						
9.15	Coordination	LS	%	2%	2							
9. Structures - Summary and Miscellaneous						32						

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Technical Meetings

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	4	3	12	as required during structural intensive design periods
Phase Review Meetings	EA	1	4	4	60% only

Total Meetings **16**

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM)

Estimator:

oad from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Units	Design and Production Staffhours				Comments					
			No. of Units	Hours per Unit	No. of Sheets	Total						
General Drawings												
9.1	<i>Index of Drawings</i>	Sheet	0	0	0	0						
9.2	<i>Project Layout</i>	Sheet	0	0	0	0						
9.3	<i>General Notes and Bid Item Notes</i>	Sheet	0	0	0	0						
9.4	<i>Miscellaneous Common Details</i>	Sheet	0	0	0	0						
9.5	<i>Incorporate Report of Core Borings</i>	Sheet	0	0	0	0						
9.6	<i>Existing Bridge Plans</i>	LS	0	0		0						
9.7	<i>Assemble Computation Book and Quantities</i>	LS	0	0		0						
9.8	<i>Cost Estimate</i>	LS	0	0		0						
9.9	<i>Technical Special Provisions</i>	LS	0	0		0						
Structures - Summary and Miscellaneous Tasks					0	0						
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	
18	Miscellaneous Structures	65									65	
Structures Technical Subtotals		65	0	0	0	0	0	0	0	0	65	
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments						
9.10	Field Reviews	LS	0	0	0							
9.11	Technical Meetings	LS	0	0	0	Meetings are listed below						
9.12	Quality Assurance/Quality Control	LS	%	5%	3							
9.13	Independent Peer Review	LS	%	0%	0							
9.14	Supervision	LS	%	5%	3							
Structures Nontechnical Subtotal					6							
9.15	Coordination	LS	%	2%	1							
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					7							

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM)

Technical Meetings				
BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 18: Structures - Miscellaneous

Estimator

JHL

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	1	60	2	60	Design proposed C.I.P. box culvert using FDOT Box Culvert software without load rating. This is for the design of a box culvert, not a bridge culvert witch requires additional staffhours and analysis.
18. Structures - Miscellaneous Total					2	60	

Project Activity 18: Structures - Miscellaneous - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator

JHL

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Unit	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
Mast Arms							
18.5	Mast Arms	EA Pole	2	10		20	Design 2 proposed mast arms at intersection of Harbour Square Dr. and Johnson Ave. per 2009 wind code and using FDOT Mast Arm assemblies. Assumes non-standard soils and no grouping of mast arms. Shop drawing review under Task 18.22.
Overhead/Cantilever Sign Structures							
18.22	Other Structures	LS	1	45		45	Shop Drawing review. Review of Mast Arm shop drawings for non-QPL vendors or to verify vendor is submitting QPL shop drawings - 1st mast arm 8 hrs, 1 additional mast arms at 5 hrs/ea = 13 hrs (Assume 2 new at Johnson Ave. intersection) AND Shop Drawing
18. Structures - Miscellaneous Total					0	65	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	3	3	Review report, typ section package & alignment and queue analysis
19.2	No Passing Zone Study	LS	0	0	0	Not anticipated
19.3	Reference and Master Design File	LS	1	131	131	45 hrs + 60 hrs X 1.3 miles + 8 hours X 1 major signalized intersection
19.4	Multi-Post Sign Support Calculations	EA	2	3	6	2 signs (1 at Project Begin, 1 at Project End)
19.5	Sign Panel Design Analysis	EA	8	4	32	8 signs incl. 2 signs in task 19.4
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	Not anticipated
19.7	Quantities	LS	1	36	36	0.7 hr per 50 scale sht. 17 sheets for 3 submittals with quantities
19.8	Computation Book	LS	0	0	0	Not anticipated
19.9	Cost Estimate	LS	1	8	8	4 hrs for each submittal (90% and 100% only)
19.10	Technical Special Provisions	LS	0	0	0	Not anticipated
19.11	Other Signing and Pavement Marking	LS	0	0	0	Not anticipated
Signing and Pavement Marking Analysis Technical Subtotal					216	
19.12	Field Reviews	LS	1	16	16	2 staff X 2 (4-hour) reviews
19.13	Technical Meetings	LS	0	0	0	Meetings are listed below, included in 4.0 Roadway Analysis
19.14	Quality Assurance/Quality Control	LS	%	5%	11	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	5%	11	
Signing and Pavement Marking Analysis Nontechnical Subtotal					38	
19.17	Coordination	LS	%	2%	5	
19. Signing and Pavement Marking Analysis Total					259	

Project Activity 19: Signing and Pavement Marking Analysis

Technical Meetings					
Sign Panel Design	EA	0	0	0	included in 4.0 Roadway Analysis
Queue Length Analysis	EA	0	0	0	included in 4.0 Roadway Analysis
Local Governments (cities, counties)	EA	0	0	0	included in 4.0 Roadway Analysis
Other Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Subtotal Technical Meetings				0	
Progress Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Phase Review Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Total Meetings				0	

Carries to 19.13

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator: JLH

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items Including CES Input		LS	0	0		0	not anticipated for County
20.3	Tabulation of Quantities		Sheet	2	4	2	8	4 hours per sheet for three submittals
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	
20.5	Project Layout		Sheet	0	0	0	0	not applicable
20.6	Plan Sheet		Sheet	19	4	19	76	50 scale + 2 for Johnson Realignment
20.7	Typical Details		EA	2	4	1	8	3 hrs per detail + 2 hrs for sheet
20.8	Guide Sign Worksheet(s)		EA	2	4	1	8	3 hrs per detail + 2 hrs for sheet
20.9	Traffic Monitoring Site		EA	0	0		0	not applicable
20.10	Cross Sections		EA	0	0		0	not applicable
20.11	Special Service Point Details		EA	0	0		0	included in 21. Signalization
20.12	Special Details		LS	0	0		0	see Task No. 20.7
20.13	Interim Standards		LS	0	0		0	not anticipated for County
Signing and Pavement Marking Plans Technical Subtotal						25	106	
20.14	Quality Assurance/Quality Control		LS	%	5%		5	
20.15	Supervision		LS	%	5%		5	
20. Signing and Pavement Marking Plans Total						25	116	

Project Activity 21: Signalization Analysis

Estimator: SE ML

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	
21.2	Traffic Data Analysis	PI	25	3	75	Prepare complete update of Design Traffic, Operational Analysis and Documentation for 25 intersections based on new traffic data and newly adopted Long Range Plan and Model. (Note: This effort reflects a reduction in hours from the CMP Design Traffic effort based on expected efficiencies in analysis set up and documentation.) Performed by EPR (Sub Consultant)
21.3	Signal Warrant Study	LS	1	30	30	Performed by EPR (Sub Consultant)
21.4	System Timings	LS	0	0	0	See Signal Analysis With Option
21.5	Reference and Master Signalization Design File	PI	0	0	0	See Signal Analysis With Option
21.6	Reference and Master Interconnect Communication Design File	LS	1	45	45	20 X 2.3 miles
21.7	Overhead Street Name Sign Design	EA	0	0	0	See Signal Analysis With Option
21.8	Pole Elevation Analysis	LS	0	0	0	See Signal Analysis With Option
21.9	Traffic Signal Operation Report	LS	0	0	0	See Signal Analysis With Option
21.10	Quantities	LS	1	8	8	
21.11	Cost Estimate	LS	1	6	6	60% (2), 90% (2), 100% Submittal (2)
21.12	Technical Special Provisions	LS	1	16	16	TSP for Interconnect Communication items
21.13	Other Signalization Analysis	LS	0	0	0	not anticipated
Signalization Analysis Technical Subtotal					180	
21.14	Field Reviews	LS	1	8	8	2 attend 2 field reviews 2 hours each
21.15	Technical Meetings	LS	1	24	24	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	9	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	9	
Signalization Analysis Nontechnical Subtotal					50	
21.19	Coordination	LS	%	2%	5	
21. Signalization Analysis Total					235	

Project Activity 21: Signalization Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						
	FDOT Traffic Operations	EA	0	0	0	
	FDOT Traffic Design	EA	0	0	0	
	Power Company (service point coordination)	EA	0	0	0	
	Maintaining Agency (cities, counties)	EA	2	4	8	1 attend + 1 traffic sub + PM. Discuss data collection methodology and signal warrant conclusion. Prepare and document meeting
	Railroads	EA	0	0	0	
	Other Meetings	EA	0	0	0	
Subtotal Technical Meetings					8	
	Progress Meetings	EA	4	2	8	1 attend present safety, traffic data, warrent analysis, communication line
	Phase Review Meetings	EA	4	2	8	(Kickoff, 30%, 60%, 90%)
Total Meetings					24	

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 21: Signalization Analysis - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: SE ML

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	
21.2	Traffic Data Analysis	PI	0	0	0	
21.3	Signal Warrant Study	LS	0	0	0	
21.4	System Timings	LS	1	4	4	If warrented, one intersection
21.5	Reference and Master Signalization Design File	PI	1	24	24	If warrented, one intersection
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	
21.7	Overhead Street Name Sign Design	EA	2	3	6	If warrented, one intersection
21.8	Pole Elevation Analysis	LS	1	2	2	If warrented, one intersection
21.9	Traffic Signal Operation Report	LS	1	16	16	If warrented, one intersection
21.10	Quantities	LS	1	10	10	If warrented, one intersection
21.11	Cost Estimate	LS	0	0	0	see other Project Activity
21.12	Technical Special Provisions	LS	0	0	0	not anticipated
21.13	Other Signalization Analysis	LS	0	0	0	not anticipated
Signalization Analysis Technical Subtotal					62	
21.14	Field Reviews	LS	1	8	8	2 attend 2 field reviews 2 hours each
21.15	Technical Meetings	LS	1	6	6	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	3	
Signalization Analysis Nontechnical Subtotal					20	
21.19	Coordination	LS	%	2%	2	
21. Signalization Analysis Total					84	

Project Activity 21: Signalization Analysis - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						
	FDOT Traffic Operations	EA	0	0	0	
	FDOT Traffic Design	EA	0	0	0	
	Power Company (service point coordination)	EA	0	0	0	
	Maintaining Agency (cities, counties)	EA	1	6	6	1 attend + 1 traffic sub + PM. Discuss warranted signalization. Prepare and document meeting
	Railroads	EA	0	0	0	
	Other Meetings	EA	0	0	0	
Subtotal Technical Meetings					6	
	Progress Meetings	EA	0	0	0	included in staff hour estimation forms
	Phase Review Meetings	EA	0	0	0	included in staff hour estimation forms
Total Meetings					6	

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 22: Signalization Plans

Estimator: SE

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	not anticiated with County
22.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	not anticiated with County
22.3	Tabulation of Quantities		Sheet	0	0	0	0	See Signal Analysis with Allowance
22.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	See Signal Analysis with Allowance
22.5	Plan Sheet		Sheet	0	0	0	0	See Signal Analysis with Allowance
22.6	Interconnect Plans		Sheet	6	4	6	24	1"=100' stacked
22.7	Traffic Monitoring Site		EA	0	0	0	0	not anticiated
22.8	Guide Sign Worksheet		EA	0	0	0	0	See Signal Analysis with Allowance
22.9	Special Details		Sheet	0	0	0	0	See Signal Analysis with Allowance
22.10	Special Service Point Details		EA	0	0	0	0	not anticiated
22.11	Mast Arm/Monotube Tabulation Sheet		PI	0	0	0	0	
22.12	Strain Pole Schedule		PI	0	0	0	0	not anticiated
22.13	TCP Signal (Temporary)		EA	2	16	2	32	9th Avenue
22.14	Temporary Detection Sheet		PI	0	0	0	0	included in 22.13
22.15	Utility Conflict Sheet		Sheet	3	6	3	18	One sheet per signalized intersection for interconnection
22.16	Interim Standards		LS	0	0	0	0	See Signal Analysis with Allowance
Signalization Plans Technical Subtotal						11	74	
22.17	Quality Assurance/Quality Control		LS	%	5%		4	
22.18	Supervision		LS	%	5%		4	
22. Signalization Plans Total						11	82	

Project Activity 22: Signalization Plans - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: SE

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	not anticiated with County
22.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	not anticiated with County
22.3	Tabulation of Quantities		Sheet	1	8	1	8	If warranted, one intersection
22.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	If warranted, one intersection
22.5	Plan Sheet		Sheet	1	6	1	6	If warranted, one intersection
22.6	Interconnect Plans		Sheet	0	0	0	0	see other Project Activity
22.7	Traffic Monitoring Site		EA	0	0		0	not anticiated
22.8	Guide Sign Worksheet		EA	1	6	1	6	If warranted, one intersection
22.9	Special Details		Sheet	1	8	1	8	splice details
22.10	Special Service Point Details		EA	0	0		0	not anticiated
22.11	Mast Arm/Monotube Tabulation Sheet		PI	1	4	1	4	If warranted, one intersection
22.12	Strain Pole Schedule		PI	0	0		0	not anticiated
22.13	TCP Signal (Temporary)		EA	0	0		0	see other Project Activity
22.14	Temporary Detection Sheet		PI	0	0		0	see other Project Activity
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	see other Project Activity
22.16	Interim Standards		LS	1	4	1	4	If warranted, one intersection; inserting County information
Signalization Plans Technical Subtotal						7	44	
22.17	Quality Assurance/Quality Control		LS	%	5%		2	
22.18	Supervision		LS	%	5%		2	
22. Signalization Plans Total						7	48	

Project Activity 23: Lighting Analysis

Estimator: JC

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	60	60	Lighting Justification Report
23.2	Lighting Design Analysis Report	LS	1	120	120	Analysis of lighting layouts with photometrics to determine optimum layout for three different fixtures
23.3	<i>Aeronautical Evaluation</i>	LS	0	0	0	
23.4	<i>Voltage Drop Calculations</i>	LS	0	0	0	
23.5	<i>FDEP Coordination and Report</i>	LS	0	0	0	
23.6	<i>Reference and Master Design Files</i>	LS	0	0	0	
23.7	<i>Temporary Lighting</i>	LS	0	0	0	
23.8	<i>Design Documentation</i>	LS	0	0	0	
23.9	<i>Quantities</i>	LS	0	0	0	
23.10	<i>Cost Estimate</i>	LS	0	0	0	
23.11	<i>Technical Special Provisions</i>	LS	0	0	0	
23.12	<i>Other Lighting Analysis</i>	LS	0	0	0	
Lighting Analysis Technical Subtotal					180	
23.13	Field Reviews	LS	1	8	8	1 reviews at 8 hours per review
23.14	Technical Meetings	LS	1	16	16	
23.15	Quality Assurance/Quality Control	LS	%	5%	9	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	9	
Lighting Analysis Nontechnical Subtotal					42	
23.18	Coordination	LS	%	2%	4	FDOT and County Coordination
23. Lighting Analysis Total					226	

Project Activity 23: Lighting Analysis

Technical Meetings

FDOT Lighting Design	EA	0	0	0	
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	1	4	4	1 attend meeting + PM + prep and document meeting via tele-conf
Airport authority	EA	0	0	0	
FDEP Lighting (coast areas)	EA	0	0	0	
Other Meetings	EA	0	0	0	

Subtotal Technical Meetings

4

Progress Meetings	EA	4	2	8	1 attend present justification, fixture options, recommendation + follow-up
Phase Review Meetings	EA	2	2	4	1 attend via teleconference (Kick off, 30%)

Total Meetings

16

Carries to 23.14

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task :

Project Activity 23: Lighting Analysis - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: JC

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	
23.2	Lighting Design Analysis Report	LS	0	0	0	
23.3	Aeronautical Evaluation	LS	0	0	0	
23.4	Voltage Drop Calculations	LS	1	40	40	
23.5	FDEP Coordination and Report	LS	0	0	0	
23.6	Reference and Master Design Files	LS	1	218	218	Used middle range (45 miles for set up + 75 hours per mile X 2.3 miles)
23.7	Temporary Lighting	LS	0	0	0	N/A
23.8	Design Documentation	LS	1	32	32	2 submittals
23.9	Quantities	LS	1	22	22	Assumed 14 plan sheets at 50 scale, 1 hour per plan sheet
23.10	Cost Estimate	LS	1	9	9	3 hours per submittal X (60, 90, 100% submittals)
23.11	Technical Special Provisions	LS	0	0	0	N/A
23.12	Other Lighting Analysis	LS	0	0	0	N/A
Lighting Analysis Technical Subtotal					321	
23.13	Field Reviews	LS	1	16	16	2 reviews at 8 hours per review
23.14	Technical Meetings	LS	1	12	12	
23.15	Quality Assurance/Quality Control	LS	%	5%	16	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	16	
Lighting Analysis Nontechnical Subtotal					60	
23.18	Coordination	LS	%	2%	8	FDOT and County Coordination
23. Lighting Analysis Total					389	

Project Activity 23: Lighting Analysis - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Technical Meetings

FDOT Lighting Design	EA	0	0	0
FDOT Traffic Design	EA	0	0	0
Power Company (service point coordination)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Airport authority	EA	0	0	0
FDEP Lighting (coast areas)	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	4	2	8	1 attend present justification, fixture options, recommendation + follow-up
Phase Review Meetings	EA	2	2	4	1 attend via teleconference (60% and 90%)

Total Meetings 12

Carries to 23.14

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task :

Project Activity 24: Lighting Plans - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: JC

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	0	4	0	0	
24.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	2	9	2	18	12 hours for 1st and 6 hours each for remaining
24.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
24.5	Pole Data, Legend and Criteria		Sheet	2	10	2	20	10 hours for 1st sheet, 10 hours for second
24.6	Service Point Details		Sheet	1	16	1	16	
24.7	Project Layout		Sheet	1	6	1	6	
24.8	Plan Sheet		Sheet	22	3	22	66	
24.9	Special Details		Sheet	0	0	0	0	
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	0	0		0	
Lighting Plans Technical Subtotal						29	134	
24.13	Quality Assurance/Quality Control		LS	%	5%		7	
24.14	Supervision		LS	%	5%		7	
24. Lighting Plans Total						29	148	

Project Activity 27: Survey

Estimator: J Lance
Design 4/18/2011

Project:

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									Recover horizontal Control from previous survey
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	2.00	1.00	2.00	1.00	2.00	2.00	4.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.02	Vertical PC / Bench Line									Recover vertical control from previous survey
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	2.00	1.00	2.00	1.00	2.00	2.00	4.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.03	Alignment and Existing R/W Lines									re-establish centerline alignment, stake and station at 100' intervals
		Mile	2.00	3.00	6.00	3.00	18.00	3.00	18.00	
27.04	Aerial Targets			Units/Day						not applicable
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.05	Reference Points	"A"		Units/Day						not required by County
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Reference Points	"B"	0.00	Units/Day						
	Non Alignment Points/Approximate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.06	Topography/DTM (3D)									use previous survey; time allocation to be used for supplementing existing dtm; obtain design survey for Johnson Ave @ Olive Rd. to Olive Rd. @ Harbor Square Drive intersection
		Mile	2.00	2.50	5.00	3.00	15.00	3.00	15.00	
27.07	Planimetric (2D)									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.08	Roadway Cross-Sections/Profiles									check cross-sections at 1000' intervals
		Mile	2.00	1.25	2.50	2.00	5.00	3.00	7.50	
27.09	Side Street Surveys									27 sidestreets at 300' full design survey, specifically Kipling south to Brooklyn St. for drainage (850'); tie to existing roadway dtm
		Mile	1.53	7.52	11.50	3.00	34.50	3.00	34.50	
27.10	Underground Utilities									3500' / utility / day; at least 8 utilities
	Designates	Mile/Site	1.53	11.76	18.00	3.00	54.00	3.00	54.00	
	Locates	Point	24	0.25	6.00	3.00	18.00	3.00	18.00	
	Survey	LS	20%	24.00	4.80	2.00	9.60	3.00	14.40	
								0.00		
27.11	Outfall Survey									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.12	Drainage Survey			Units/Day						not applicable
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.13	Bridge Survey									not applicable
	Minor / Major	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.14	Channel Survey									not applicable
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.15	Pond Site Survey									full design survey (dtm) of pond sites; southside Olive Rd. btwn Kipling and Lawton, wooded FDOT parcel at Johnson, Brantley parcel at Johnson; linear pond (FDOT Easement across from Caminiti Ln.) at 525'
		EA	3.00	3.50	10.50	2.00	21.00	3.00	31.50	
27.16	Mitigation Survey									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.17	Jurisdiction Line Survey									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.18	Geotechnical Support			Units/Day						pond borings (staking and/or location), pavt design
		EA	8.0	0.13	1.00	2.00	2.00	3.00	3.00	
27.19	Sectional / Grant Survey									tasks includes the location of property corners to support legal description and sketches for tce's; selected section corners as needed.
		Corner	0	0.00	0.00	0.00	0.00	0.00	0.00	
		Mile	3.00	2.67	8.00	2.00	16.00	3.00	24.00	
27.20	Subdivision Location									location of block corners within subdivisions and those to support realignment of Johnson Avenue with Harbor Square Drive
		Block	10	0.50	5.00	1.00	5.00	2.00	10.00	
27.21	Maintained R/W									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.22	Boundary Survey									not applicable
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.23	Water Boundary Survey									See allowance for reserve
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.24	R/W Staking / R/W Line									not applicable
		EA	0	0.00	0.00	0.00	0.00	0.00	0.00	
		Mile			0.00	0.00	0.00	0.00	0.00	
27.25	R/W Monumentation									not applicable
		Point	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.26	Line Cutting									not applicable
		Mile	0.00	0.00	0.00					
27.27	Work Zone Safety									
		LS	0.125	64.00	8					
27.28	Miscellaneous Surveys									preparation of sketch of descriptions for one lg pond site (~6 parcels) only (preparation of TCE sketches for drwys with legal descriptions not included)
			0.00	0	0.00	0.00	0.00	0.0	25.00	
Survey Subtotal				Crew Days	90	Field Support Hours	202	Office Support Hours	263	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
			0%	90	0	0.00	0	0.00	0	

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.30	Document Research	Units								
			0.00						0	
27.31	Field Reviews	Units								
			0.00						0	
27.32	Technical Meetings	LS								Meetings are listed below; None anticipated unless requested by COUNTY Design Project Manager or County Surveyor
			6.00						6	
27.33	Quality Control / Quality Assurance	LS						5%	13	
27.34	Supervision	LS						5%	24	
27.35	Coordination	LS						2%	5	
27. Survey Total				Crew Days	90	Field Support Hours	202	Office Support Hours	311	

SPLS = 26
 PLS = 154
 Office Support = 333
 Total Hours = 513

Technical Meetings

Kickoff Meeting with County	EA	1	0	0	
Baseline Approval Review	EA	1	0	0	
Network Control Review	EA	1	0	0	
Vertical Control Review	EA	1	0	0	
Local Governments (cities, counties)	EA	1	0	0	
Final Submittal Review	EA	1	0	0	
Other Meetings	EA	1	0	0	
Subtotal Technical Meetings				0	
Progress Meetings	EA	1	2	2	
Phase Review Meetings	EA	2	2	4	(Kickoff, 60% workshop)
Total Meetings				6	

Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 27: Survey - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: J Lance
 Design 4/18/2011

Project:

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00	1.00	0.00	2.00	0.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.03	Alignment and Existing R/W Lines									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Reference Points	"B"	0.00	Units/Day						
	Non Alignment Points/Approximate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.06	Topography/DTM (3D)									
		Mile	0.00	0.00	0.00	3.00	0.00	3.00	0.00	
27.07	Planimetric (2D)					0				
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.08	Roadway Cross-Sections/Profiles									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.09	Side Street Surveys									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.10	Underground Utilities									
	Designates	Mile/Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Locates	Point	0	0	0.00	0.00	0.00	0.00	0.00	
	Survey	LS	0%	0.00	0.00	0.00	0.00	0.00	0.00	
27.11	Outfall Survey									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.12	Drainage Survey			Units/Day						
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.13	Bridge Survey									
	Minor / Major	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.14	Channel Survey									
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.15	Pond Site Survey									
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.16	Mitigation Survey									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.17	Jurisdiction Line Survey									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.18	Geotechnical Support			Units/Day						
		EA	0.0	0.00	0.00	0.00	0.00	0.00	0.00	

Project Activity 27: Survey - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner	0	0.00	0.00	0.00	0.00	0.00	0.00	
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.20	Subdivision Location									
		Block	0	0.00	0.00	0.00	0.00	0.00	0.00	
27.21	Maintained R/W									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.22	Boundary Survey									
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.23	Water Boundary Survey									
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.24	R/W Staking / R/W Line									flag location of property corners for ten (10) parcels adjacent the roadway to indicate the proposed Temporary Construction Easement (TCE) to the property owner.
		EA	10	0.25	2.50	3.00	7.50	3.00	7.50	
		Mile			0.00	0.00	0.00	0.00	0.00	
27.25	R/W Monumentation									
		Point	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.26	Line Cutting									
		Mile	0.00	0.00	0.00					
27.27	Work Zone Safety									
		LS	0.000	0.00	0.00					
27.28	Miscellaneous Surveys									
			0.00	0	0.00	0.00	0.00	0.0	0.00	
Survey Subtotal				Crew Days	3	Field Support Hours	8	Office Support Hours	8	
27.29	Supplemental Surveys		0%	0	0	0.00	0	0.00	0	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE
27.30	Document Research	Units	0.00						0	
27.31	Field Reviews	Units	0.00						0	
27.32	Technical Meetings	LS	0.00						0	Meetings are listed below; None anticipated unless requested by COUNTY Design Project Manager or County Surveyor
27.33	Quality Control / Quality Assurance	LS						5%	1	
27.34	Supervision	LS						5%	1	
27.35	Coordination	LS						2%	0	
27. Survey Total				Crew Days	3	Field Support Hours	8	Office Support Hours	9	

Project Activity 27: Survey - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
								SPLS =	1	
								PLS =	5	
								Office Support =	11	
								Total Hours =	17	
Technical Meetings										
	Kickoff Meeting with County	EA	0	0	0					
	Baseline Approval Review	EA	0	0	0					
	Network Control Review	EA	0	0	0					
	Vertical Control Review	EA	0	0	0					
	Local Governments (cities, counties)	EA	0	0	0					
	Final Submittal Review	EA	0	0	0					
	Other Meetings	EA	0	0	0					
Subtotal Technical Meetings					0					
	Progress Meetings	EA	0	0	0					
	Phase Review Meetings	EA	0	0	0					
Total Meetings					0					

Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 30: Geotechnical

Estimator: A Singletary

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway						
30.1	Document Collection and Review	LS	1	4	4	
30.2	Develop Detailed Boring Location Plan	LS	1	5	5	
30.3	Stake Borings/Utility Clearance	Boring	53	0.3	16	
30.4	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	
30.5	<i>Drilling Access Permits</i>	<i>Location</i>	0	0	0	
30.6	<i>Property Clearances</i>	EA	0	0	0	<i>assumed County will contact property owners</i>
30.7	Groundwater Monitoring	EA	1	4	4	
30.8	LBR/Resilient Modulus Sampling	EA	5	1	5	
30.9	Coordination of Field Work	100 lf of boring	6.5	2	13	
30.10	Soil and Rock Classification - Roadway	100 lf of boring	6.5	1	7	
30.11	Design LBR	LS	1	4	4	
30.12	Laboratory Data	100 lf of boring	6.5	1	7	
30.13	Seasonal High Water Table	Boring	8	1	8	12 pond borings
30.14	Parameters for Water Retention Areas	EA	3	4	12	3 pond sites, parameters only
30.15	<i>Delineate Limits of Unsuitable Material</i>	<i>Cross-section</i>	0	0	0	
30.16	Electronic Files for Cross-Sections	100 lf of boring	6.5	1	7	submit ASCII files for x-sections
30.17	<i>Embankment Settlement and Stability</i>	<i>Embankment Boring</i>	0	0	0	
30.18	<i>Stormwater Volume Recovery and/or Background Seepage Analysis</i>	EA	0	0	0	<i>By others, not anticipated</i>
30.19	Geotechnical Recommendations	LS	1	17	17	includes pond design parameters
30.20	<i>Pavement Condition Survey and Pavement Evaluation Report</i>	LS	0	0	0	
30.21	Preliminary Roadway Report	LS	1	17	17	
30.22	Final Report	EA	1	17	17	includes pond design parameters
30.23	Auger Boring Drafting	100 lf boring	3.25	5	16	roadway = all auger borings
30.24	SPT Boring Drafting	100 lf boring	3	6	18	ponds = all SPT borings
Roadway Geotechnical Subtotal					181	

Project Activity 30: Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Structures						
30.25	Develop Detailed Boring Location Plan	LS	1	2	2	
30.26	Stake Borings/Utility Clearance	Boring	2	0.5	1	2 - 25' SPT borings
30.27	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	included with roadway MOT work
30.28	Drilling Access Permits	Location	0	0	0	
30.29	Property Clearances	EA	0	0	0	assumed County will contact property owners
30.30	Collection of Corrosion Samples	EA	10	1	10	corrosion tests about 1/1500'
30.31	Coordination of Field Work	100 lf of boring	0.5	2	1	culvert 10@20'; mast arm 4@30'; light 4@30'
30.32	Soil and Rock Classification - Structures	100 lf of boring	0.5	1	1	
30.33	Tabulation of Laboratory Data	100 lf of boring	0.5	1	1	
30.34	Estimate Design Groundwater Level for Structures	EA	1	1	1	
30.35	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	none anticipated
30.36	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	none anticipated
30.37	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	none anticipated
30.38	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	none anticipated
30.39	Walls	Wall Boring	0	0	0	none anticipated
30.40	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	none anticipated
30.41	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	
30.42	Box Culvert Analysis	EA	1	4	4	
30.43	Preliminary Report - BDR	EA	0	0	0	none anticipated
30.44	Final Report - Bridge and Associated Walls	EA	0	0	0	none anticipated
30.45	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	3	3	
30.46	SPT Boring Drafting	100 lf of boring	0.5	6	3	
30.47	Other Geotechnical for Signal	LS	1	14	14	THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.
30.48	Other Geotechnical for Lighting	LS	1	21	21	THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.

Project Activity 30: Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Structural Geotechnical Subtotal					62	
Geotechnical Technical Subtotal					243	
30.48	Technical Special Provisions	EA	0	0	0	
30.49	Field Reviews	LS	1	3	3	
30.50	Technical Meetings	LS	1	17	17	Meetings listed below
30.51	Quality Assurance/Quality Control	LS	%	5%	12	
30.52	Supervision	LS	%	5%	12	
Geotechnical Nontechnical Subtotal					44	
30.53	Coordination	LS	%	2%	6	
30.54	Optional Preliminary Contamination Assessment	LS	0	0	0	
30. Geotechnical Total					293	

Technical Meetings

Kickoff Meeting with County	EA	0	0	0	
Boring Layout Approval	EA	0	0	0	
Attend in BDR Review Meeting	EA	0	0	0	
30/60/90% Submittal Review	EA	0	0	0	
Other Meetings	EA	4	2	8	
Subtotal Technical Meetings				8	
Progress Meetings	EA	2	3	6	1 attend
Phase Review Meetings	EA	1	3	3	1 attend (Kick off)
Total Meetings				17	

Carries to 30.49

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 31: Construction Engineering Inspection - SUPPLEMENTAL
(THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PM.)

Estimator: GJ

Olive Road from Gregg Road to Pilgrim Road & Johnson Ave. Realignment
 PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Construction Engineering Inspection						
31.1	Erosion Control and Precon	LS	1	9	9	One Meeting with 3 attendees
31.2	Attend Weekly Meetings	ED	100	2.5	250	50 weeks/year 100 meetings
31.3	Project Administration	ED	100	1	100	100 weeks
31.4	Provide Construction Inspection	ED	500	2.9	1450	100 weeks @ 5 days @ 2.9 hours/day
31.5	Conduct Field Surveys	LS	0	0	0	Not anticipated
31.6	Supplemental Agreements/Construction Change	LS	1	10	10	Anticipate 2 @ 8 hours each
31.7	Shop Drawings	LS	1	10	10	Anticipate 2 shop drawings/2 pay items
31.8	QA, Testing for Acceptance	LS	0	0	0	
31.9	Progress Payments	EA	100	1	100	Weekly @ 1 hour per week
31.10	Revisions to the Contract Plans	LS	1	10	10	Anticipate 2 revisions @ 8 hours
31.11	Distribute Correspondence	EA	100	1	100	Weekly @ 1 hour per week
31.12	Inspection of Work	LS	0	0	0	
31.13	Reports	EA	100	3	300	100 weeks @ 1 per week
31.14	Final Records	LS	1	16	16	
31.15	Project Claims	LS	1	16	16	Anticipate 2 claims
31.16	Utility Relocations	LS	1	24	24	Review & assist with reimbursable quantities for ECUA
31.17	Citizen Interface	LS	1	10	10	Anticipate Co. Construction Manager as Primary contact
31.18	Other Pertinent Project Documentation	LS	0	0	0	
31.19	Cost Estimate	LS	0	0	0	
31.20	Technical Special Provisions Package	LS	0	0	0	
CEI Technical Subtotal					2405	
31.21	Coordination	LS	%	2%	48	
31. Construction Engineering Inspection Total					2453	

EXHIBIT A



SCOPE OF WORK

FOR
ESCAMBIA COUNTY
SOLICITATION IDENTIFICATION NUMBER
PD 10-11.071

EAST OLIVE ROAD DESIGN PROJECT
FROM DAVIS HIGHWAY TO SCENIC HIGHWAY
MULTI-LANE RECONSTRUCTION

ESCAMBIA COUNTY

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**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY DESIGN**

This Exhibit forms an integral part of the agreement between Escambia County (hereinafter referred to as the COUNTY) and DYER, RIDDLE, MILLS & PRECOURT, INC. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Solicitation ID Number: PD 10-11.071

Federal Aid Project No.: Not applicable

County Section No.: 48030000

Description: East Olive Road (former SR 290)
From Davis Highway (SR 291)
To Scenic Highway (US 90 / SR 10A)
Escambia County

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for improvements to the transportation facility described herein for

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the COUNTY to ensure the project is built as designed and to specifications. Elements of work shall include roadways, bus stop concrete pads for benches, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, roadway lighting, utility relocation, right-of-way maps, legal descriptions, maintenance of traffic, cost estimates, environmental permits, quantity and cost estimates, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Florida Greenbook, FDOT Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable COUNTY manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this

effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

Optional services have been identified in this document for public involvement meetings, newsletters, attending public meetings, a web site update, post design services, tasks associated with the signalization of the realigned Johnson Avenue at Harbour Square Drive, tasks associated with the production of Lighting Analysis and Plans, miscellaneous survey activities, construction engineering and inspection services, etc. A determination will be made by the COUNTY at a later date as to whether this work will be needed. The COUNTY Design Project Manager will authorize the optional services by use of the supplemental funds via email correspondence or letter.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. The COUNTY will provide technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job-specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. The CONSULTANT shall refer to the Corridor Management Plan completed as a part of the Planning Project and Management Report. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the COUNTY.

Solicitation Identification Number PD 10-11.071 Work Description

This safety improvement project primarily consists of reconstructing Olive Road (formerly SR 290) from rural two-lane to urban three-lanes from Gregg Street to 9th Avenue (SR 289) and realigning Johnson Avenue to terminate at Harbour Square Drive. The typical section from the beginning of the project to the end of the project shall consist of a continuous two-way left turn lane from Gregg Street to Strasburg Road. The urban typical section consists of two 11' lanes in each direction with 12' continuous two-way left turn lane, 4' bicycle lane in each direction and 6' sidewalks placed behind Type 'F' curb and gutter. The design will include concrete pads for bus stop benches. In addition, the realignment of Johnson Avenue to terminate at Harbour Square Drive with a southbound left turn lane and proposed sidewalks from Strasburg to existing sidewalks located near Pilgrim Road, east of 9th Avenue. Installing communication conduit lines

from the signalized intersection at Davis Highway (SR 291) to Scenic Highway (SR 10A) is an option.

The anticipated project limits for reconstruction are from Gregg Street (MP 2.60) to Strasburg Road (MP 4.20). Reconstruction of the westbound outside right turn lane from (Strasburg Road (MP 4.20) to 9th Avenue (MP 4.54) along Olive Road. Proposed sidewalk construction from 9th Avenue (MP 4.54) to existing sidewalk at Pilgrim Road (MP 4.74) is also proposed. Project limits for proposed roadway realignment is from north of Winding Lane (MP 2.20) to Olive Road (MP 2.33) along Johnson Avenue. Project limits will be adjusted during design based on the existing conditions. The overall anticipated project length is 2.27 miles.

The right-of-way varies throughout the project limits. Based on the field review, the existing maintained right-of-way appears to be approximately 70' total. The official COUNTY maintained right-of-way will need to be determined along Olive Road and at side streets for this project. Additional right-of-way will be required for the roadway improvements including sidewalk construction and right turn lanes and stormwater management facilities.

Olive Road is not designated as a "Hurricane Evacuation Route". It has not been designated as a Strategic Intermodal Systems (SIS) highway facility.

One (1) signalized intersection exists within the project limits at the intersection of 9th Avenue (SR 289) and Olive Road. The mast arms are not anticipated to be reconstructed. The existing curb and gutter along the north side may be adjusted. The existing curb and gutter along the south side will remain. Pedestrian signal features will remain and are not anticipated to be reconstructed.

ADA improvements will be included in this project. Sidewalk will be constructed along both sides of Olive Road throughout the length of the project, and ADA compliant curb ramps will be constructed as needed throughout the limits. Handrail shall be constructed as needed. Bicycle keyhole lanes will be constructed or striped out at all right turn lanes. The CONSULTANT shall contact the COUNTY Transportation and Traffic Division and FDOT District Traffic Operations Office to determine if any project specific pedestrian access or safety related complaints have been received. This project will be striped with bicycle lanes.

A new box culvert is anticipated with the Johnson Avenue realignment. There are no bridges within the project limits.

The proposed design speed will be shown in the Typical Section Package and will require approval from the County Design Project Manager and County Engineer. Previous resurfacing plans set the design speed at 45 mph throughout the project. The posted speed limit for this reconstruction project shall vary between 35 mph and 45 mph. The posted speed limit on Olive Road varies between 35 mph and 45 mph within the project limits.

Anticipate closing Olive Road at specific project locations to facilitate construction. Alternate detour routes for Olive Road may include Johnson Avenue and Creighton Road (SR 742). Written approval from FDOT and the COUNTY for a detour will be required and should be attained.

All necessary Geotechnical efforts will be provided by the CONSULTANT.

This project will be let to construction as a Conventional Bid Item project.

The COUNTY Design Project Manager shall ensure that a maintenance agreement is executed between the County and the FDOT, if required. The COUNTY Design Project Manager shall coordinate with D3 Legal Office for the appropriate document.

2.1 Project Schedule

Prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule with actual dates for COUNTY and CONSULTANT scheduled activities required to meet the current COUNTY Letting Date. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. For the purpose of scheduling, the CONSULTANT shall allow for a three (3) week review time for each submittal review and other submittals as appropriate. The COUNTY Design Project Engineer will be responsible for providing written comments for CONSULTANT response.

The schedule shall indicate, at a minimum, proposed date for 30%, 60%, 90% and 100% plan submittals and all other appropriate milestones and required submittals.

All fees and price proposals are to be based on the negotiated schedule of 24 months for final plans production and 24 months for bidding and limited Construction Engineering Inspection (CEI) for a total contract time of 48 months. This time is dependent on the right of way acquisition.

Periodically, throughout the life of the project, the schedule shall be reviewed and, with the approval of the COUNTY Design Project Manager, adjusted as necessary to incorporate changes in the work concept and progress to date.

The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. The COUNTY Design Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The COUNTY Design Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

2.2 Submittals

The CONSULTANT shall provide copies of the required plans and documents as identified in the Scope or made known by the COUNTY's Design Project Manager. The anticipated printing and submittal requirements for the project include the listed items below; however, this list of items may not be all inclusive on project needs. This tabulation will be used for estimating purposes. The COUNTY's Design Project Manager will determine the specific number of review submittals and submittal requirements for the project.

It is the CONSULTANT'S responsibility to continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise. It is also the responsibility of the CONSULTANT to adhere to all COUNTY standards, policies, procedures, guidelines, etc. Constant communication between the COUNTY and the CONSULTANT is vital in the overall success of any project.

The CONSULTANT will be required to provide written monthly progress reports (preferably electronic via email) documenting actions taken, actions to be taken, status of project schedule, and the issue, and the resolution, and the status of the plans.

Deliverables will be developed using computer aided design (CAD) software. If requested, the CONSULTANT shall provide the CAD files in a *.dxf format. All deliverable files will be Postscript Document Format (PDF).

Following COUNTY Project Manager approval, the CONSULTANT will begin the plans production process including making the necessary contacts with the COUNTY and attending field reviews as required by this Scope of Services.

PRIOR TO 30% PLAN SUBMITTAL:

Quality Control Plan: The CONSULTANT shall submit their Quality Control Plan that will be used during the design of this project to the COUNTY for reference. As a minimum, the QC plan shall include the details of all plan review processes to be utilized and sufficient file documentation to show that the QC plan has been followed.

Alignment Submittals: Centerline/Baseline of Survey alignment submittals shall be submitted to the COUNTY Survey Office for approval and copies shall be submitted to the COUNTY Design Project Manager and COUNTY Real Estate division.

Survey Submittals: The Surveyor shall transmit their submittals to the COUNTY Survey Office as well as the COUNTY Real Estate division. The Surveyor shall copy the COUNTY Design Project Manager on all submittal correspondence. These survey

submittals are to be made prior to the 30% plan submittal. If needed, survey submittals will be made prior to 60%, 90%, and 100% plan submittals.

Miscellaneous Design/ Production Document Submittals: The CONSULTANT shall submit to the COUNTY for review, and receive concurrence for the Project Schedule, the Community Awareness Plan, the Typical Section Package, Pavement Design, etc., and other documents as required by the COUNTY Project Manager and the Scope of Services.

30% Submittal:

The CONSULTANT shall submit one (1) copy of the Submittal CD/DVD and two (2) hard copies of the submittal components to the COUNTY's Design Project Manager for distribution. The Submittal CD/DVD will include ONLY the submittal components (not the entire project directory and files). The CD/DVD will include all construction plans in one (1) *.PDF file. In addition, *.PDF files of the project Design Documentation and any other submittal document will be included on the Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the COUNTY's review upon request.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits for utility coordination purposes. The CD/DVD will include the submittal plans in *.pdf format.

60% Submittal:

The CONSULTANT shall submit one (1) copy of the Submittal CD/DVD and two (2) hard copies of the submittal components to the COUNTY's Design Project Manager for distribution. The Submittal CD/DVD will include ONLY the submittal components (not the entire project directory and files). The CD/DVD will include all construction plans components (roadway, signing & pavement marking, signalization, etc.) combined into one (1) *.PDF file. In addition, *.PDF files of the project Design Documentation, and any other submittal document will be included on the Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the COUNTY's review upon request.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits for utility coordination purposes. The CD/DVD will include the submittal plans in *.pdf format and a Utility Conflict Matrix. The Utility Conflict Matrix will show all utilities which may be impacted. Reference Section 7.9 of this Scope of Services for Utility Design Meeting requirements.

A Post 60% Review Workshop is required for this project. Workshop is typically held with COUNTY personnel in conjunction with the Utility Design Meeting (see section 7.9). FDOT participation is not anticipated. The workshops take place at a location appropriate for the project that will allow for a same-day project site visit. The

workshops may consist of a Project Briefing, Project Design Review Workshop, and a Field Review; however, the Field Review may occur the following day(s). The workshop will be co-chaired by the CONSULTANT and the COUNTY's Design Project Manager. The field reviews for this project will minimally consist of three (3) full days.

The CONSULTANT shall submit one (1) hard copy of the comments and responses from the previous submittal for concurrence by the COUNTY's Project Manager.

90% Submittal:

The CONSULTANT shall submit one (1) copy of the Submittal CD/DVD, two (2) hard copies of the plans, and one (1) hard copies of the bid tabulation documents to the COUNTY's Design Project Manager for distribution. The Submittal CD/DVD will include ONLY the submittal components (not the entire project directory and files). The CD/DVD will include all construction plans components (roadway, signing & pavement marking, signalization, etc.) combined into one (1) *.PDF file. In addition, *.PDF files of the project Computation Book, Design Documentation Book, CONSULTANT Construction Cost Estimate, and any other submittal document will be included on the Submittal CD/DVD. The estimate will also be provided in Microsoft Excel (*.xls) format. The CONSULTANT must have the QC marked-up plans available for the COUNTY's review upon request.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits for utility coordination purposes. The CD/DVD will include the submittal plans in *.pdf format and an updated Utility Conflict Matrix.

The CONSULTANT shall submit a *.PDF file of the Constructability Review Checklist. In addition, a hard copy of the CONSULTANT's construction contract time estimate shall be submitted to the COUNTY's Project Manager for the COUNTY's review and written feedback of the project contract time. If utility schedules are available at this time, the CONSULTANT will submit the schedules directly to the COUNTY's Design Project Manager.

The CONSULTANT shall submit one (1) electronic and one (1) hard copy set of the comments and responses from the previous submittal for concurrence by the COUNTY Design Project Manager.

The CONSULTANT shall also submit a hard copy of any Special Provisions and/or incentive/disincentive cost analysis as required by the Specification package or the COUNTY. Electronic copies of these documents should be included on the Submittal CD/DVD.

The CONSULTANT shall submit one (1) electronic and one (1) hard copy of the Geotechnical Reports. An electronic copy should be included on the Submittal CD/DVD.

100% Submittal

100% Submittal:

The CONSULTANT shall submit one (1) copy of the Submittal CD/DVD, two (2) hard copies of the plans, one (1) hard copies of the bid tabulation documents and one (1) hard copy of the Design Documentation Book to the COUNTY's Design Project Manager for distribution. The Submittal CD/DVD will include all plans set components (roadway, signing & pavement marking, signalization, etc.) combined into one (1) *.PDF file. In addition, *.PDF files of the project Construction Cost Estimate, Design Documentation Book, Bid Documents, Bid Forms, Project Technical Specifications including County Specifications and any other submittal document will be included on the Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the COUNTY's review upon request.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits for utility purposes. The CD/DVD will include the submittal plans in *.pdf format and an updated Utility Conflict Matrix if the information has changed since the last submittal. Utility coordination is not anticipated after 100% submittal.

The CONSULTANT shall submit a *.PDF file of the Constructability Review Checklist.

CONSULTANT shall submit one (1) electronic and one (1) hard copy set of the comments and responses from the previous submittal for concurrence by the COUNTY's Design Project Manager.

The CONSULTANT shall submit one (1) electronic and one (1) hard copy of the Geotechnical Reports; if there have been any revisions since the previous submittal. An electronic copy should be included on the Submittal CD/DVD.

2.3 Provisions for Work

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

All maps, plans and designs are to be prepared with English values in accordance with all applicable current COUNTY manuals, memorandums, guidelines including but not limited to:

General

- o Any special instructions from the COUNTY
- o 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- o 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- o 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- o 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- o 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- o Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- o Bicycle Facilities Planning and Design Manual,
- o Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- o Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)

- o Code of Federal Regulations
- o Equivalent Single Axle Load Guidelines
- o Florida Administrative Codes
- o Florida Department of Business & Professional Regulations Rules
- o Florida Department of Environmental Protection Rules
- o Florida Department of Transportation Basis of Estimates Manual
- o Escambia County CADD Standards
- o Escambia County Plans Preparation Manual
- o Escambia County Design Standards for Design, Construction, Maintenance, and Utility Operations
- o Florida Department of Transportation Design Traffic Procedure
- o Florida Department of Transportation Instruction for Structures Related Design Standards.
- o Florida Department of Transportation Handbook for Preparation of Specifications Package
- o Florida Department of Transportation Materials Manual
- o Florida Department of Transportation Plans Preparation Manual
- o Escambia County General Paving and Drainage Technical Specifications
- o Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- o Florida Statutes
- o Florida's Level of Service Standards and Guidelines Manual for Planning
- o K-Factor Estimation Process
- o Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- o Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- o Policy for Geometric Design of Highways and Streets
- o Project Traffic Forecasting Guidelines
- o Quality Assurance Guidelines
- o Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- o Safety Standards
- o Utility Accommodations Guidelines
- o Flexible Pavement Design Manual
- o Pavement Type Selection Manuals
- o Life Cycle Cost Analysis
- o Rigid Concrete Pavement Manual
- o FHWA Roadside Design Guide
- o Florida Intersection Design Guide
- o Florida Greenbook

- Permits
- o Chapter 373, F.S.
- o Building Permit
- o 425-000-005 Asbestos Management Program

- Drainage
- o Cross Drain
- o Drainage Handbooks
- o Drainage Manual
- o Erosion and Sediment Control
- o Hydrology
- o Storm Drain
- o Stormwater Management Facility
- o Temporary Drainage Handbook

- Survey and Mapping
- o County Surveying Guidelines
- o Maintenance of Traffic Training: Topic No. 625-010-010
- o Survey Safety Handbook
- o Minimum Technical Standards for Surveying and Mapping Rule 5J-17.
- o Chapter 177, F.S.
- o Chapter 472, F.S.
- o All other applicable County procedures, handbooks, and manuals
- o All applicable Florida Statutes and Administrative Codes
- o Applicable Rules, Guidelines Codes and authorities of Escambia County

Traffic Operation Manuals

- o AASHTO - An Information Guide for Highway Lighting
- o AASHTO - Guide for Development of Bicycle Facilities
- o American Disabilities Act
- o Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- o Federal Highway Administration Standard Highway Signs Manual
- o Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- o Florida Department of Transportation Median Handbook
- o Florida Department of Transportation Traffic Engineering Manual
- o Minimum Specifications for Traffic Control Signal Devices
- o National Electric Safety Code
- o National Electrical Code

Structures

- o AASHTO LRFD Bridge Design Specifications and Interims
- o AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- o AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.

- o AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- o AASHTO Guide Specifications for Structural Design of Sound Barriers
- o AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges

Bridges

- o Florida Department of Transportation Structures Manual
- o Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- o Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- o Florida Department of Transportation Bridge Load Rating Permitting and Posting Manual.

Geotechnical

- o FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- o Manual of Florida Sampling and Testing Methods
- o Soils and Foundation Handbook

Landscape Architecture

- o Florida Highway Landscape Guide

2.4 Services to be performed by the COUNTY

Provide general philosophies and guidelines of the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.

When appropriate the COUNTY will provide project data currently on file.

Approve design speed shown in the Typical Section Package.

Obtain any Joint Project Agreements (JPA's) needed throughout the project.

Approve all surveyed roadway centerline alignments.

Approve all contacts with environmental agencies regarding Environmental Permitting.

Provide the appropriate signatures on Environmental Permitting application forms.

Provide letters of authorization designating the CONSULTANT as an agent of the COUNTY in accordance with F.S. 327.274.

Provide reviews of plans and engineering documents with written comment.

Furnish all COUNTY agreements with Utility Agency Owner (UAO).

Furnish all certifications necessary for project letting.

Provide all information that may come to the COUNTY pertaining to future improvements.

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assessment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the construction cost estimate when scope changes occur and/or at milestones of the project.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the County's Standard Specifications.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the COUNTY Design Project Manager for initial review at the time of the 90% plan submittal for review. This timing will allow for adequate processing time prior to 100% submittal. All comments will be returned to the CONSULTANT for correction and resolution.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with Escambia County, and/or Agency staff, between disciplines and sub consultants, such as access management meetings, pavement design meetings, local governments, progress review meetings, and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by federal design criteria are followed with the COUNTY concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for the project. The CONSULTANT shall submit a Quality Control Plan for approval. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a sub consultant may perform Independent Peer Reviews. It is not anticipated.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope as directed by the COUNTY Design Project Manager.

3.1 Public Involvement

This project has been determined to need two (2) Public Meetings hosted by the CONSULTANT and one (1) Town Hall Meeting hosted by the County Commissioner with CONSULTANT participation. This project has a widespread impact to the traveling public and will include substantial impacts to access and a noticeable degree of traffic disruption.

Public Involvement tasks 3.1.1 to 3.1.12 will be performed by the CONSULTANT as directed by the COUNTY.

3.1.1 Community Awareness Plan

The CONSULTANT will develop a Community Awareness Plan (CAP) as directed by the COUNTY Design Project Manager.

The CONSULTANT shall prepare a Community Awareness Plan (CAP). The objective of the plan is to indicate the local governments, affected property owners, tenants, and the public of the COUNTY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. In addition to the benefits of advance notification, the process should allow the COUNTY to resolve controversial issues during the design phase. Three areas of specific concern are: (1) Influences on access to businesses and residences, (2) Drainage, (3) Maintenance of Traffic during construction.

3.1.2 Notifications

PHASE SUBMITTAL NOTIFICATIONS:

The COUNTY Design Project Manager will, if requested, submit 30%, 60%, 90%, and 100% plan submittals to the FDOT and other local government officials.

Each comment or request provided by the FDOT or others shall be written and evaluated by the COUNTY'S Design Project Manager and discussed with the CONSULTANT. As a supplemental service, responses will be prepared by the CONSULTANT for the COUNTY Design Project Manager. All comments or requests shall be responded to in writing within thirty days of receipt of comments.

3.1.3 Preparing Mailing Lists

PROJECT & PUBLIC MEETING NOTIFICATIONS:

As a supplemental service, the mailing list shall be prepared by the CONSULTANT to include all affected parties. The intent is to contact the parties through mass mailings or hand delivered flyers. Media in the project area will also be identified and placed on the mailing list to be used for news releases, advertisements or any concerns. The mailing list for the mail-out will be submitted to the COUNTY'S Design Project Manager and the County Public Information Office for review and approval.

Project & Public Meeting Notifications/Mail-outs should provide:

- Road Number and Local Road Name
- Project Limits
- A Project Map
- Type of Work
- Construction Cost Estimate, (if applicable)
- Construction Letting Date, (if applicable)
- Estimated Duration of Construction, (if applicable)

COUNTY and CONSULTANT contact persons
Meeting Date, Time, Location, and Format (if applicable)
Meeting Location Map (if applicable)

As a supplemental service, these mail-outs shall be prepared by the CONSULTANT for the COUNTY Design Project Manager's signature for all elected public officials, non-elected public officials and property owners/tenants. Letters shall be on COUNTY letterhead.

The CONSULTANT must review all letters and notices to ensure accuracy, spelling, and that notices are sent to the person currently holding the public official positions.

Mail-out to Public Officials:

Notification will be made to elected and appointed officials by the COUNTY Design Project Manager. The notification to the public officials will include a copy of the notice prepared for the Property Owners. This notification shall be emailed by the COUNTY Design Project Manager no less than 15 days before a public meeting.

Mail-out to Property Owners:

As a supplemental service, a notification will be written and sent to all property owners and business operators whose property or business lies in whole or in part within a minimum of 300 feet of the centerline of the project. In addition, the CONSULTANT must be sure to include any businesses or neighborhoods located down side roads that may be impacted by the project. The CONSULTANT shall utilize Direct Mail Services, Tax Collector Office, County GIS and/or any other source to identify and obtain the address of property owners and business operators along the project. The COUNTY will assist by providing the latest GIS files to the CONSULTANT. The CONSULTANT will pay for the postage. This notification shall be mailed by the CONSULTANT no less than 10 days before the meeting.

Media Notification:

As a supplemental service, news releases will be prepared by the CONSULTANT and shall be published during the week of Public Information Meetings. Any press release or advertisement will indicate that the meeting is a COUNTY activity and will be coordinated by the CONSULTANT. Two (2) newspaper display advertisements no less than (4"X6" inch) with graphic will be published in the local section, the first shall be 14 days in advance of the meeting, and the second will be the day before the meeting date.

In addition, notice of public meetings must be posted in the Florida Administrative Weekly a minimum of 21 days prior. These notices shall be developed and paid for by the CONSULTANT after being approved by the COUNTY.

The CONSULTANT shall pay the cost of all media notifications.

3.1.5 Driveway Modification Letters

As a supplemental service, the CONSULTANT shall prepare a driveway modification letter to be sent to property owners along the corridor where driveway modifications are proposed. In addition, the CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in the letter. Driveway modifications will be closely coordinated with and approved by the COUNTY's Design Project Manager. The letters will be on COUNTY letterhead and signed by the COUNTY's Design Project Manager. This task further discussed in Section 4.3 Access Management.

3.1.6 Newsletters

As a supplemental service, the CONSULTANT shall prepare two (2) newsletters for distribution to specified affected parties as identified by the COUNTY. The letters will be sent by the COUNTY. One newsletter will be provided per meeting.

3.1.7 Renderings and Fly-Throughs

The CONSULTANT shall prepare an initial aerial roll plot rendering with the preferred urban two-lane with a continuous two way left turn lane with 4' bike lanes and 6' sidewalks. Revisions and updates are not anticipated and will be as a supplemental service.

Updating the aerial roll plot renderings for use in each public meeting will be updated with the latest design information as a supplemental service. One aerial roll plot rendering will be provided per meeting.

3.1.8 PowerPoint Presentations

As a supplemental service, the CONSULTANT shall prepare PowerPoint presentations for use in public meetings including Town Hall Meeting. Presentation may be requested.

3.1.9 Public Meeting Preparations

As a supplemental service, the CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The CONSULTANT will pay all costs for meeting site rentals and insurance. The CONSULTANT shall be aware previous Public Meetings have been held at Ferry Pass Middle School and Olive Baptist Church. Prospective sites for the meeting shall be convenient to residents along the corridor and shall be inspected for suitability. Consideration shall be given to capacity, lighting, and other physical characteristics that may influence the selection of the site. The site shall meet ADA standards.

Room size will be based on the number of mailouts. The proposed meeting site shall be presented to the COUNTY for approval prior to the CONSULTANT negotiating use of the site.

As a supplemental service, in preparation for the Public Meeting, the CONSULTANT shall provide:

Project Newsletter/Information/Fact Sheets (Task 3.1.6)
 Script or Agenda for any planned presentation (if applicable) (Task 3.1.8)
 All necessary graphics and displays (see requirements below) (Task 3.1.7)
 Meeting equipment set-up and teardown
 Legal and/or display advertisements.

As a supplemental service, the CONSULTANT shall prepare all materials, displays, and/or wall graphics for use during the meeting. These include but are not limited to the following:

- Self-addressed comment forms to allow attendees to provide written comments within 10 days after the Public Information Meeting. The Engineer of Record (EOR) shall be listed as the contact for all comments.
- Sign-in sheets
- One (1) foam board (36"X24") (or a display similar in nature) displaying a typical section. The drawing shall be in color with computer images of automobiles, bicycles, and/or pedestrians occupying the designated travel areas.
- One (1) foam board (36"X24") (or a display similar in nature) displaying a computer enhance photograph utilizing an existing conditions photo to reflect proposed conditions. This may be combined with the typical section foam board.
- Project plan view shall be on (36"X24") foam boards or rollouts (or a display similar in nature). For projects of substantial length, projects can be rolled out on tables or placed on the wall. The photo or roll-outs shall be a legible scale, raster drawings, to scale aerial photos, or colored CADD drawings with the following information:
 - existing right-of-way lines
 - proposed right-of-way lines
 - proposed pavement markings (pavement should be black or gray with the correct color of pavement markings (white or yellow)
 - existing structures adjacent to the roadway (homes, businesses, etc.)
 - proposed driveway and median openings
 - proposed ponds designated as wet or dry
 - designation of proposed signalized intersections.

All displays may depict the CONSULTANT logo but shall depict the COUNTY'S logo at an equivalent or larger dimension.

The CONSULTANT shall be aware that along with the mail-outs described in Section 3.1.3, all of the above deliverables must be submitted to the COUNTY's Design Project Manager well in advance of the mail-out and meeting to allow time for review, approval, and signatures if necessary.

3.1.10 Public Meeting Attendance and Follow-up

The purpose of this meeting is to present to the public the results of the detailed design for the project and receive comments on the proposed design.

As a supplemental service, the CONSULTANT shall provide all support necessary for the COUNTY to hold a Public Information Meeting. The CONSULTANT is expected to actively participate in all portions of the meeting. Conducting the meeting will take knowledgeable CONSULTANT staff and will require enough staff members to handle the crowd anticipated for the meeting.

The CONSULTANT shall also provide office support personnel to ensure attendees register (CONSULTANT must provide a sign-in sheet with space available for the person's name, address, and telephone number).

Briefing of the COUNTY staff by the CONSULTANT (who will be on hand during the meeting) will be done twice. The first time is to be at least seven days prior to the meeting and the second time will be just before the meeting to make sure the staff is up to date on the project and understands the project well enough to discuss it with the public and to answer questions.

Two Public Information Meetings are to be held. One meeting will include the COUNTY Right of Way staff. A second meeting can be held between the 60% - 90% plan submittal or it may be required closer to the Final Plans stage. The COUNTY Design Project Manager will indicate the time frame. Depending on the amount of time spent "on-the-shelf", an additional meeting may be required six (6) months prior to letting, however, staff hours for this effort will be negotiated at the appropriate time.

The meeting format will be informal allowing the public to come and go. The meeting will be scheduled for one (1) hour in length. Although the meeting is scheduled for a one (1) hour period, the CONSULTANT staff will be available for some time before and/or after those set hours in order to maintain public contact, etc.

Proper signage using display boards no smaller than 2'X2' will be displayed near and on the site directing participants to the meeting place.

If issues are identified by participants at the meeting, their significance will be determined by the CONSULTANT and the COUNTY; i.e., are the issues valid enough for further consideration or do they have elements which may require further consideration.

Addressing the issues and responding to them is also an integral part of the meeting process. This is to be accomplished by the CONSULTANT. The CONSULTANT shall prepare responses to the issues on COUNTY letterhead to be signed by the COUNTY's Design Project Manager. The CONSULTANT shall pay for the postage. The COUNTY shall review and approve all response letters prior to mailing.

3.1.11 Board of County Commission Meeting(s) of a Whole

As a supplemental service, the CONSULTANT may attend one COUNTY Board of County Commissioners Meeting of a Whole.

The task includes the coordination with COUNTY, the COUNTY Design Project Manager, TPO staff, and others. Preparation of a newsletter, PowerPoint or other materials for the meeting is as a supplemental service and will be directed by the COUNTY Design Project Manager.

Participating and attending local governing authorities and Transportation Planning Organization (TPO) meetings is not anticipated.

3.1.12 Web Site

As a supplemental service, the CONSULTANT will develop a one page update for the County's web site. The one page summary will give a project history, project description, and answer frequently asked questions. The one page summary will be used as a newsletter for public meetings. The CONSULTANT will update the information monthly.

3.2 Joint Project Agreements

The COUNTY Design Project Manager will obtain any Joint Project Agreements (JPA's) needed throughout the project. JPA's are not anticipated.

If a Joint Project Agreement (JPA) is required and changes are needed in contract plans package including all necessary revisions/modifications to contract documents to ensure plans compatibility, the staff hours will be negotiated for services.

3.3 Bid and Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions and Emerald Coast Utility Authority (ECUA) specifications for all items and areas of work. The ECUA specifications will be mark as 'For informational purposes. The latest specifications can be found at www.ecua.fl.gov.' The COUNTY Design Project Manager can be contacted for more information.

All current specifications can be found on the COUNTY'S Internet web site. The actual work effort will entail utilization of the COUNTY Specifications, including updates of new files that may be issued from time to time as mandatory revisions and assembling the package in accordance with the COUNTY's Design Project Manager. The COUNTY may also require inclusion of special provisions necessary to convey particular COUNTY

needs. Previous COUNTY approved specifications may be used as a basis of formulation of any proposed Technical Special Provisions.

The CONSULTANT shall provide justification of the project specific need and coordinate with the COUNTY Design Project Manager for project specific need. The COUNTY Design Project Manager will obtain COUNTY Engineer and COUNTY Legal input, and approval, prior to inclusion in the final project specifications package.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute sub consultant agreements, etc.

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update Services

A Plans Update Service is not anticipated at this time. The effort needed for Plans Update services will vary from project to project depending on size and complexity of the project, as well as the duration of time spent "on the shelf". If updates are needed after 100% submittal, staff hours of the anticipated Plans Update Services will be negotiated following Basic Services and at the time that the plans come "off the shelf".

During Plans Update Services, the CONSULTANT shall perform engineering analyses and/or make revisions to original plans and documents, as requested by the COUNTY, to reflect additions, deletions and/or modifications prior to and subsequent to letting.

Note: All services will be agreed upon by the COUNTY and the CONSULTANT prior to Plans Update Services.

3.8 Post Design Services

As a supplemental service, a minimum number of hours are incorporated into the Post Design Services. Staff hours and fees for Post Design Services are normally submitted and negotiated post-letting and in advance of the Pre-Construction Conference due to unidentified issues that may present themselves during the Design phase.

Identifying the effort needed for post design services varies significantly from project to project depending on size and complexity of the project. The approach described herein

assists the COUNTY in determining an initial estimate of the work effort needed for the Engineer of Record (EOR) to support the COUNTY in the construction of a project.

Post Design Services include Construction Assistance and Review of Shop Drawings as noted below. In addition, these services are included for the CONSULTANT to attend and provide information at the preconstruction meeting. Subsequent construction field meetings are to be attended as required. The frequency of meetings shall be based on the complexity of the project and as directed by the COUNTY Design Project Manager.

The CONSULTANT shall additionally provide to the COUNTY a qualified representation during the construction phase to address issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. See Construction Engineering Inspection (CEI) section of this Scope of Services for details.

With regards to post design services the EOR will be required to respond to any request from the Contractor within 24 hours. This does not mean that the issue will be resolved; it simply means that the EOR has received the request, states an immediate course of action, and begins the communication process.

The activities associated with Post Design Services can be characterized as the following:

Meetings: The EOR is expected to attend all pre-construction meetings as well as those regularly scheduled meetings throughout the construction phase when deemed necessary by the COUNTY Construction Project Manager. Assumed the EOR would attend the pre-construction meeting, four monthly progress meetings and the pre-paving meeting.

Shop Drawing Review: This includes review of shop drawings and erection plans for all components supplied by the contractor and required by the bid documents. For all independently supported sign structures of which the contractor is responsible, the consultant will review and check all the foundation, sign structure design, and shop drawings submitted by the contractor. Shop drawing reviews shall be performed by the CONSULTANT in accordance with the Standard Specifications for Road and Bridge Construction.

Construction Assistance: This includes responses to Requests for Information (RFI), interpretation of construction plans and documents, and engineering solutions to changed conditions encountered in the field. Site visits shall be made by the EOR consultant when agreed upon with the COUNTY's Construction Project Manager.

Assume there will be twelve (12) requests from the Contractor and COUNTY Construction Project Manager.

From time to time during construction the CONSULTANT may be requested by the COUNTY or its designated representative to review contractor proposed field changes or

to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Six (6) of the twelve requests will be major and will require a field visit. Documentation will be needed.

Six (6) of the twelve requests will be minor and will not require a field visit. Minimal documentation is needed.

Plan Revisions: This includes effort required to provide revised plan sheets reflecting any changes made during the Right-of-Way Acquisition or Construction phases of a project. During Right-of-Way or Construction phases, the Consultant may be requested by the County to review proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Six (6) plans sheets may need to be revised, signed and sealed, and re-submitted to the COUNTY Design Project Manager for review and approval. The COUNTY Design Project Manager will coordinate with the COUNTY Construction Project Manager.

Post design services may also include:

- Reestablishment of the original survey control just prior to construction
- Flagging R/W for acquisition
- Monumentation of the R/W after construction is complete for projects with right-of-way acquisition
- Comprehensive utility coordination and conflict resolution during construction.

Note: All services will be agreed upon by the COUNTY's Construction Project Manager and approved by the COUNTY's Design Project Manager.

Post Design services are not intended for instances of CONSULTANT errors and/or omissions.

3.9 Electronic Delivery

The CONSULTANT shall deliver contract plans in electronic format per Section 2.2 Submittals of this Scope of Services. The task includes submittals for 30%, 60%, 90%, and 100%.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide a Typical Section Package to the COUNTY for review and concurrence prior to the 30% plan submittal date. This package shall include the following:

Location Map (s), Typical Sections, Project Control Sheet

Four typical sections are anticipated.

Olive Road typical section from Gregg Street to Strasburg Road consists of two 11' lanes in each direction with 12' continuous two-way center left turn lane, 4' bicycle lane in each direction and 6' sidewalks placed behind Type 'F' curb and gutter.

Olive Road typical section from Strasburg Road to Pilgrim Road consists of reconstructing the westbound outside turn lane west of 9th Avenue and proposes a 6' sidewalk behind the existing curb and gutter on both sides. Milling and resurfacing from Strasburg Road to the Westside of 9th Avenue (SR 289) intersection is anticipated.

Additionally, a typical section for 11' auxiliary right turn lane with 4' key hole bicycle lane, sidewalk and type 'F' curb and gutter.

Johnson Avenue typical section from Winding Lane to the intersections of Harbour Square Drive and Olive Road for the realignment of Johnson Avenue will consist of 11' lanes in each direction with southbound left turn lane without sidewalk.

4.2 Pavement Design Package

The CONSULTANT will provide the Pavement Design for this project. Two (2) pavement designs are anticipated for this project. One (1) for the urban Olive Road section and one (1) for the rural Johnson Road section.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing plans and survey information provided by the FDOT to minimize efforts. The CONSULTANT will obtain the Pavement Core information, FDOT Construction Plans for SR 290 (Olive Road) 3R project from Sears Boulevard to Pilgrim Road (FPID No.: 423059-1-32-01), and associated reports to assist with the development of the Pavement Design.

The CONSULTANT shall provide Pavement Design with the 30% plan submittal. The Pavement Design shall comply with the COUNTY Design Project Manager. The most recent version of the FDOT Pavement Design Manual can be referenced.

The CONSULTANT will be responsible for conducting a pavement type selection analysis in accordance with the COUNTY's current method or as directed by the COUNTY Design Project Manager. This analysis shall be conducted after coring, if needed. Results of this analysis shall be submitted to and concurred by the COUNTY prior proceeding with the project.

4.3 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with COUNTY staff. The degree of application shall be performed by the CONSULTANT in agreement with the COUNTY's Design Project Manager after taking into consideration the effort of work as well as whether the project is located on an FIHS (or SIS) corridor. Access management standards shall be implemented on all new construction or widening projects located on the FIHS (or SIS) corridor. Along non-FIHS corridors (or SIS), access management standards shall be applied on all multi-lane reconstruction projects or projects affecting the roadway classification. For those types of projects, access management standards should be more location/site specific. Access Management considerations should be developed after review of historic crash data for specific locations along the roadway. When access management criteria is applied, the CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings proposed to be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation at the County's first review of the plans submittal.

Information derived from the East Olive Road Corridor Management Report and public meetings will be used by the CONSULTANT. The COUNTY shall provide access management guidance.

Unused/nonfunctional driveways may need to be replaced with curb and gutter when future use of the driveway is not feasible. The CONSULTANT will be responsible for notifying property owners in writing prior to altering or removing driveways. (see task 3.1.5). The CONSULTANT shall coordinate this activity with the COUNTY's Design Project Manager prior to notifying the property owners. The CONSULTANT's notification will be via a prepared letter, on COUNTY letterhead, explaining the need to alter or remove any driveways as appropriate. The COUNTY's Design Project Manager will sign the letter(s). Driveway widths should be evaluated to determine if improvements are warranted to provide better refuge for pedestrians on the sidewalk or to improve safety at intersections. The design shall comply with County standards.

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, Florida's Safe Mobility for Life Program requirements, access management, Corridor Management Plan documents and scope of work.

One (1) signalized intersections exist within the project limits at the intersection of Olive Road with 9th Avenue (SR 289). Mast arms are not anticipated to be reconstructed.

Milling and resurfacing at the intersection is anticipated west of the intersection and traffic signal loops will remain in place. Pedestrian signals at Olive Road and 9th Avenue (SR 289) are not anticipated to be impacted by this project.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files.

4.6 Traffic Control Analysis

Traffic Control Plans (TCP) will be required for this project. The FDOT Design Standards, 600 series, should be utilized for all work being performed on or adjacent to existing roadways. A temporary detour or lane closure will likely be required for the construction. A lane closure analysis can be performed by the CONSULTANT, if requested.

Consideration must also be given to the movement and safety of pedestrian and bicycle traffic during construction.

The TCP must also address any efforts needed in conjunction with the Escambia County Area Transit (ECAT) bus routes and stops and Escambia County School District. Ferry Pass Middle School is located near Yancey Avenue.

Consideration must be given to temporary drainage while the roadway is under construction.

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within the clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the COUNTY. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate COUNTY personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The Traffic Control Plan shall consider temporary drainage while the roadway is under construction.

The Traffic Control Plan shall be prepared by a certified designer who has completed the training course, and in accordance with the FDOT Design Standards, and the FDOT Roadway Plans Preparation Manual.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY's Design Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

4.7 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan.

4.8 Design Variations

Design Variations may be required, but not anticipated. The CONSULTANT should review the project for a functional design that will meet County design standards and make a determination whether a Design Variation is appropriate. If needed, the CONSULTANT will email the COUNTY Design Project Manager. The COUNTY Design Project Manager shall prepare the documentation necessary to gain COUNTY approval of all appropriate Design Variations.

In addition, Utility Exceptions may be required for above ground utilities that fail to meet the minimum requirement for horizontal clearance. Early coordination with Utility Companies will be necessary for processing requests for Utility Exceptions. The COUNTY Design Project Manager shall coordinate with the Utility Companies.

4.9 Design Report

The CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets. Otherwise forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be included electronically on a CD-ROM. A hardback binder for submittal to the COUNTY may be requested by the COUNTY Design Project Manager.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various summaries of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including proposed construction days and total contract time.

4.11 Cost Estimate

The CONSULTANT shall be responsible for submitting pay items and quantities to the COUNTY. The 30% plan submittal shall have a draft copy of potential pay items identified without quantities. A preliminary construction cost will be needed. The 60% plan submittal shall have all pay items identified with some quantities indicated. The COUNTY shall provide feedback on the provided pay items and estimated quantities. The County's Pricing Agreement will be reviewed to approximate a construction cost for the 60% plan submittal. At 90% submittal, the CONSULTANT shall have all quantities. A template bid form provided by the COUNTY will be completed with the 90% and 100% submittals.

4.13 Other Roadway Analysis

The CONSULTANT is to coordinate their work with any and all adjacent and integral consultants so as to effect complete homogenous plans and specifications for the project described herein. A minimum number of hours are incorporated for coordination with COUNTY staff, the COUNTY Design Project Manager and other consultants related to the design of proposed improvements west of Davis Highway.

4.14 Field Reviews

Following each submittal (60% and 90%) the CONSULTANT shall perform a field review. Prior to 30% plan submittal, CONSULTANT shall schedule a field review with the COUNTY Design Project Manager to review driveway access improvements and utilities.

4.15 Technical Meetings

Technical Meetings are listed in the negotiated staff hours.

In addition work will include Quality Assurance/Quality Control, supervision and coordination.

The work will not include the engineering tasks for Design Variations or roadway related Technical Special Provisions. In addition work will not include independent peer review.

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

Key Sheet, Drainage Map, Typical Section Sheets, General Notes/Pay Item Notes, Summary of Quantities, Box Culvert Data Sheet, Summary of Drainage Structures, Project Layout, Plan/Profile Sheet, Special Profile, Back of Sidewalk Profile Sheet (up to 60% submittal), Intersection Layout Details, Miscellaneous Detail Sheets, Drainage Structure Sheet (Per Structure) (To be included in regular cross sections and include design adjustments for utility coordination), Miscellaneous Drainage Detail Sheets, Lateral Ditch Plan/Profile, Lateral Ditch Cross Sections, Retention/Detention Ponds Detail Sheet, Retention Pond Cross Sections, Roadway Soil Survey Sheet, Cross Sections, Traffic Control Plan Sheets, Traffic Control Cross Section Sheets, Traffic Control Detail Sheets, Utility Adjustment Sheets, Erosion Control Plan, SWPPP, Utility Verification Sheet (SUE Data)

The COUNTY's intent is to minimize the design and survey effort where possible. The CONSULTANT shall use existing plans and survey information provided by the FDOT to minimize efforts. The roadway plans and miscellaneous details will be drafted using Microstation CADD software with conversion to Postscript Document Format (PDF). Both *.dgn (Microstation format) and *.PDF will be provided to the COUNTY for incorporation into CADD software.

Right-of-way acquisition will be required for this project. Existing R/W lines, including stations and offset distances at breaks, will be shown on all plan sheets.

The existing right of way (R/W) varies throughout the project between 70' min. and 100' max.

Right of way is required in two areas for stormwater drainage facilities. Right of way may also be required for proposed sidewalk and right turn lanes.

The COUNTY Design Project Manager will coordinate the right-of-way required for approximately 80% of current driveways. The COUNTY will acquire the Temporary Construction Easements (TCE's) with information provided by the CONSULTANT.

Underground fuel tanks and monitoring wells are not anticipated within the limits of this project. If impacted, underground fuel tanks and monitoring wells within the proposed right-of-way are to be located and shown in the plans. All piping and pumps in association with the tanks shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right-of-way is not anticipated. Staff hours will be negotiated if impacted.

6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Drainage improvements are anticipated including constructing drainage structures, modifying or repairing existing inlets, and adjusting storm sewer manholes where impacted by reconstruction.

The expected systems include storm sewers, cross drains, box culverts, roadway ditches for off-site stormwater, outfalls, and stormwater management facilities where feasible.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the COUNTY.

The CONSULTANT shall develop hydraulic requirements for the new structure and any other treatment requirements for the project. Specifically, the box culvert required for the re-alignment of Johnson Avenue west of the existing intersection of Johnson Avenue and Olive Road.

The CONSULTANT shall field inspect the project for the structural condition of all side drains, cross drains, and drainage under the roadway area and make recommendations concerning repairs, extensions, replacement/upgrade, or removal of such facilities. Drainage structures shall be assessed and designed to meet clear zone requirements within existing right of way or a Design Variation must be obtained. Culverts that warrant replacement shall be itemized and detailed as appropriate in the construction plans. The CONSULTANT shall contact and document discussions with the COUNTY regarding historical drainage problems in the project area.

There are two (2) main watersheds within the project limits. Depending on right of way, two or three stormwater management facilities will be necessary.

If required, existing cross drains should be extended outside of the Florida Green Book clear zone criteria. A Design Variation will be required if any drainage structure creates a hazard in the clear zone, and is to remain. A Design Variation is not anticipated at this time.

All existing drainage structures shall be shown in the cross sections of the construction plan set.

The CONSULTANT shall develop a drainage map based upon available information and field reviews. The available information should consist of old Florida Department of Transportation Plans, USGS Quadrangles, USGS Studies, NFWFMD Studies, FEMA Studies, Local Government Agency Studies or Contours, etc. The drainage map should be included in the hydraulic design. The hydrology should be by regional or local regression equations, or by the rational method. An assumed velocity should not be used. The CONSULTANT shall document the drainage design in the pond siting memorandum. The memorandum should show that the design requirements of the COUNTY have been met.

In the areas of poor drainage, significant addition of impervious surface, or inadequacy of sufficient downstream conveyance, the CONSULTANT shall address the requirements of the COUNTY.

Flood data requirements will be determined in accordance with COUNTY procedures. Flood data will be required in plans under the following conditions 1) necessary for all structures that are being modified, 2) necessary for all structures that have a history of flooding or other hydraulic problems even if the structure is not to be modified, 3) necessary for structures that may not be modified but share a drainage basin with another structure being modified and are being impacted by such modification.

The CONSULTANT will not consider alternate culvert materials with request by the COUNTY's Design Project Manager.

Prior to 60% plans submittal, the CONSULTANT shall meet with the COUNTY and FDOT District Drainage Engineer. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Drainage Design efforts.

The CONSULTANT shall provide the COUNTY's Design Project Manager a pond siting memorandum. The study shall include a narrative description of existing and proposed drainage structures, conditions, and facilities, and a listing of environmental regulatory permits required. All hydrologic and hydraulic drainage computations for the design presented in the plans shall be included along with supporting design information such as drainage maps, geotechnical data (such as soil borings and permeability tests), and correspondence that directly affected design decisions.

The CONSULTANT must coordinate fully with the appropriate permitting agencies and the COUNTY's staff. All activities and submittals should be coordinated through the COUNTY's Design Project Manager. The work will include the engineering analyses for all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains,

outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6.2 Pond Siting Analysis and Memo

Determine limits of basin divide and prepare a pond siting memorandum. A formal Florida Department of Transportation Pond Siting Report will not be completed.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Address offsite flow to FDOT easement. Document the design as required. Determine and provide flood data as required.

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.9 Design of Storm Drains

Develop a “working drainage map”; determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Memorandum.

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6.18 Other Drainage Analysis

Evaluate drainage at 9th Avenue (SR 289) for capacity in existing stormwater facility. CONSULTANT to coordinate with COUNTY Design Project Manager and Florida

Department of Transportation staff relating to West Olive Road design project, Davis Highway (SR 291) and 9th Avenue (SR 289).

In addition drainage analysis work will include:

cost estimates, technical special provisions, field reviews, technical meetings, Quality Assurance/Quality Control, supervision and coordination.

The work will not include the engineering analysis for any of the following:

Design of Roadway Ditches, Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond), Design of Flood Plain Compensation Area, Optional Culvert Material, French Drain Systems, Drainage Wells, Bridge Hydraulic Report

In addition work will not include independent peer review.

7 UTILITIES

The CONSULTANT with participation from the COUNTY will be responsible for utility coordination associated with this project. The CONSULTANT will coordinate with COUNTY Design Project Manager regarding information needed. The CONSULTANT shall provide all Subsurface Utility Excavation (SUE) work needed for this project.

7.1 Kickoff Meeting

Prior to any contact with the utility companies, the CONSULTANT shall meet with the COUNTY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with COUNTY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing Utility Companies

The CONSULTANT will identify all utilities in the corridor during the survey phase by calling Sunshine State One-Call of Florida (SSOCOF) and shall coordinate with each company to verify that all existing utilities are designated in the field prior to completing the topographic survey. As-built documentation shall be requested from each utility company for verification of complete designation, and a review will be made to ensure that field designated data is included on the 30% plans. Proper identification of design coordination contact information shall be made during this activity.

7.3 Make Utility Contacts

The CONSULTANT will make contact four contacts with the utility companies. The contact will distribute plans to the applicable utilities. The CONSULTANT will be responsible for providing one (1) CD-ROM with plans set PDF and/or one 11" X 17" hard copy of plans to each utility. A memo requesting that the utility companies mark all

existing facilities, meeting invitation and design schedule will be sent along with the plans. The last contact will identify agreements and assemble packages. Send agreements, letters, plans and schedule.

7.4 Exception Coordination

The CONSULTANT will identify Florida Greenbook clear zone violations to the COUNTY Design Project Manager. Exceptions are not anticipated. The COUNTY Design Project Manager will obtain Utility Exceptions, if needed. The CONSULTANT will transmit the appropriate design information to each utility in order to identify any condition that may require a Utility Exception. Utility Exceptions are not anticipated.

7.5 Preliminary Utility Meeting (post-30% plan submittal)

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected utilities for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the utility companies to present proposed facility relocations with the CONSULTANT and other utilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT and COUNTY Design Project Manager will schedule and attend individual/field utility meetings as required for proper coordination of proposed design features. Anticipate at least three (3) full days to complete a “plans in hand” field review with utility companies. Field reviews shall be coordinated with the COUNTY’S Design Project Manager.

7.7 Collect and Review Plans and Data from Utility Companies

The CONSULTANT will be responsible for reviewing and implementing identified utility locations into the plans as well as producing a Potential Utility Conflict Matrix. The Matrix will include location (station, offset, depth) of existing facilities in relation to proposed construction features, and will be submitted with the 60% submittal. Subsequent submittals will require that the Utility Conflict Matrix be updated and submitted reflecting any design changes or new information.

Subordination of Easements Coordination is not anticipated for this project.

7.9 Utility Design Meeting (post 60% plan submittal)

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit the CDs/DVDs for each of the utilities having facilities located within the project limits. The COUNTY’S Design Project Manager shall schedule (time and place), notify participants,

and conduct a Utility Design Meeting with all affected utilities. This meeting may be held in conjunction with the Post 60% Phase Review meeting. The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each utility company. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. Anticipate three (3) full days to complete a “plans in hand” with utility companies following this Meeting.

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the proposed design features. Review specific details of markups and schedules with the COUNTY Design Project Manager as required finalizing the status of each potential conflict.

7.11 Utility Coordination/Follow-up

Utility Coordination and Follow-up activities will be performed by the CONSULTANT.

This includes follow-up, interpreting plans, and assisting with coordination of the completion of the utility companies work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

Utility Constructability Review activities will be performed by the CONSULTANT.

The CONSULTANT will evaluate utilities and prepare a Utility Conflict Matrix for all utilities which may be impacted by construction activities. The matrix will be required with the 60% plan submittal and will be updated and submitted with every submittal thereafter. A cooperative effort will be needed by the utility, COUNTY Design Project Manager, and the CONSULTANT to resolve issues with impacted utilities.

7.13 Additional Utility Services

The CONSULTANT shall provide design, construction document and permitting services for improvements, replacements, and relocations of EMERALD COAST UTILITY AUTHORITY (ECUA) owned domestic water main utilities within the limits of the project.

The CONSULTANT shall provide a design to relocate any domestic water mains, with proposed storm pipes or structures along the length of the project. The design will be accomplished by using either adjusting the water main horizontally or vertically.

The CONSULTANT shall provide a design for up to approximately 10,850 LF of new PVC water main along the length of the project. The new water main will replace the existing CA water main from Gregg Road to Strasburg Road and the proposed intersection of Johnson Avenue and Harbour Square Drive. The new water main will be placed outside of the new edge of pavement. The remaining existing PVC water mains along the length of the project will remain as is. The design will also include connection details to the existing inline mains and existing laterals. The CONSULTANT understands the proposed water main will be installed via traditional open trench method.

The CONSULTANT shall assist the COUNTY or ECUA with permitting the design through the Florida Department of Environmental Protection (FDEP), with any required hydraulic sizing calculations and reports being provided by the ECUA. This assistance will include attending, preparing information for submittals, filing forms and following up with permitting agencies to inquire upon the progress of the plan review.

The CONSULTANT shall show the proposed work in conjunction with the roadway construction plans. The work will be included on Utility Adjustment sheets in plan views, as well on the roadway cross sections. The plans will also include typical COUNTY and FDEP details.

The CONSULTANT will meet with the COUNTY prior to start of design as well as after the completion of 60% design plans to review and coordinate the water main design. Upon advancing the design to 100% and receiving the COUNTY approval, the plans will be submitted to FDEP for review and issuance of a construction permit.

7.14 Processing Utility Work by Contractor

The CONSULTANT shall assist with the determination of the COUNTY's cost participation and attend additional coordination meetings with the COUNTY, utility, and contractor. The CONSULTANT will review tabulation of quantities prepared by the utility, perform constructability and bid ability reviews, and review and incorporate Technical Special Provisions (TSPs). This does not include utility design effort.

7.15 Contract Plans to Utility Companies

The CONSULTANT will be responsible for providing the appropriate quantity of plan sets to the COUNTY Design Project Manager for submittal to the utility companies at each Submittal.

This includes transmittal of the Final contract plans as processed for letting.

7.16 Certification/Close-Out

Utility Certification will be performed after all Utility Work Schedules have been executed and the coordination of construction related issues has been completed by the CONSULTANT.

Utility Coordination Close-Out will include archiving all project documents and files in an orderly fashion consistent with the COUNTY's archiving process.

Subordination of Easements Coordination is not anticipated for this project.

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall coordinate with appropriate agencies for all necessary permits, including, but not limited to, Northwest Florida Water Management District, Department of Environmental Protection, United States Coast Guard and US Army Corps of Engineers.

The CONSULTANT shall be responsible for the identification, coordination and applications for all permits necessary to construct this project. The Consultant will pay for the permit with funds in supplemental reserve funds, up to \$1000.00. If the permit(s) cost more than \$5000.00, the CONSULTANT shall coordinate payment with the COUNTY Design Project Manager.

The COUNTY will direct use of mitigation site or Florida Statutes.

Wetland impacts and list species permitting is not anticipated.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct the project.

The CONSULTANT is to stake or flag the State and Federal jurisdictional lines. A registered surveyor will be required to survey these jurisdictional lines. The consultant must remove all stakes or flags after the environmental permits are approved.

On projects where no wetland impacts are anticipated, the plans will clearly show the "Safe Upland Line"**. Areas outside this line shall be labeled or noted "Construction Activities Not Allowed". **According to the US Army Corps of Engineers, a Safe Upland is any area that does not qualify as a wetland because the associated hydrologic regime is not sufficiently wet to elicit development of vegetation, soils, and/or hydrologic characteristics associated with wetlands. The Consultant/Designer shall locate this line in a manner that allows the Contractor to reproduce this line in the field – station and offset, or state plan coordinates.

8.4 Agency Verification of Wetland Data

The jurisdictional lines will be verified during the permit submittal and review by the State or Federal agency. A formal jurisdictional determination will not be obtained prior to permit submittal except for new roadway alignments, or if a questionable determination is anticipated. The CONSULTANT will be responsible for jurisdictional determinations during permit reviews and will respond to Requests for Additional Information by the reviewing agency.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT will have a Pre-Application meeting with the State permitting agency for all projects involving Stormwater Ponds and box culvert replacement. The COUNTY Design Project Manager and COUNTY Permit Coordinator will be invited to the Pre-Application meeting, and will be forwarded all correspondence and meeting minutes.

Assume no wetlands are impacted.

8.16 Technical Meetings

The CONSULTANT will attend a technical pre-application meeting with Northwest Florida Water Management District.

At the Pre-construction Conference, the EOR must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. Payment for attending the Pre-construction Conference will be made through Post Design Services.

In addition work will include Quality Assurance/Quality Control, supervision and coordination.

The work will not include the analysis for any of the following:

Complete Permit Involvement Form, Prepare Dredge and Fill Sketches per Agency Criteria, Prepare USCG Permit Sketches, Prepare Water Management District Right-of-Way Occupancy Sketches, Water Management District Right-of-Way Occupancy Sketches, Prepare Coastal Construction Control Line (CCCL) Permit Application, Prepare Tree Permit Information, Mitigation Coordination and Meetings, Mitigation Design, Environmental Clearances, Reevaluations and Technical Support, Environmental Clearances and Reevaluations and Other Environmental Permits

9 STRUCTURES - SUMMARY AND MISC. TASKS

The CONSULTANT shall analyze and design all structures in accordance with applicable provisions. Contract documents shall display economical solutions for the given conditions.

The existing mast arm signal supports at the intersection of 9th Avenue (SR 289) and Olive Road are to remain.

At a later date, the COUNTY may require the CONSULTANT to provide inspection services, structural evaluations, designs and/or plans for the traffic signal mast arms within the project limits. If modifications to the existing mast arm are proposed, the CONSULTANT will also be required to structurally evaluate the as-built capacity of the structure as specified by the FDOT to ensure that the structure can accommodate recently implemented changes to wind load criteria. The negotiation of staff hours for this task will be separate from this project.

The proposed realignment of Johnson Avenue with the intersection of Harbour Square Drive and Olive Road will be evaluated for a signal.

As a supplemental service, if a signal is warranted, two mast arms will be designed using COUNTY standards for the signalization.

The existing box culvert under Johnson Road between Winding Lane and Olive Road is not anticipated to be extended or impacted by the roadway re-alignment/widening. A box culvert is proposed to cross the existing ditch adjacent and south of Johnson Avenue. The box culvert will be designed to Florida Department of Transportation standards using their software for analysis. A bridge culvert is not anticipated.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations

shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

In addition work will include Quality Assurance/Quality Control, supervision and coordination.

The work will not include the engineering analysis for any of the following:

Index of Drawings, Project Layout, General Notes and Bid Item Notes, Miscellaneous Common Details, Incorporate Report of Core Borings, Existing Bridge Plans, Assembly of Computation Book and Quantities, Cost Estimate, Technical Special Provisions, Field Reviews, Technical Meetings

In addition work will not include independent peer review, a bridge development report, temporary bridge, a bridge, or retaining wall

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s). Tasks 18.3 and 18.4 for Strain Poles are not applicable to this project. Tasks 18.6 to 18.10 for overhead/cantilever sign structures are not applicable for this project. Task 18.11 high mast lighting is not applicable for this project. Tasks 18.12 to 18.18 for sound barrier wall (ground mount) are not applicable for this project. Tasks 18.19 to 18.21 for Special Structures are not anticipated.

Concrete Box Culverts

18.1 Concrete Box Culverts

The Consultant design proposed cast in place box culvert using FDOT Box Culvert software without load rating. This is for the design of a box culvert, not a bridge culvert which requires additional staff hours and analysis.

18.2 Concrete Box Culverts Extensions

Assuming that the proposed pavement design will increase the profile grade, the intent for this project will be to feather/taper the pavement to the existing box culvert south of the intersection of Olive Road and Johnson Avenue to prevent an increase in the dead load. A load rating analysis will be required if the pavement design results in a change in the dead load on the box culvert. The negotiation of staff hours for this task will be separate from this project.

18.5 Mast Arms

As a supplemental service and if warranted, the CONSULTANT shall design two (2) proposed mast arms at the proposed intersection of Harbour Square Drive / Johnson Avenue and Olive Road as per 2009 wind code. Shop drawing review included under 18.22 Other Structures. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

18.22 Other Structures

As a supplemental service, the CONSULTANT shall review the shop drawings of aluminum light pole shop drawings and structural calculations. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

As a supplemental service and if warranted, the CONSULTANT shall review the shop drawings of Mast Arm for non-QPL vendors or to verify vendor is submitting QPL shop drawings. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

The work will not include the engineering analysis for any of the following:

Strain Poles, Overhead/Cantilever Sign Structures, High Mast Lighting, Sound Barrier Walls (Ground Mount), Fender System, Fender System Access, Special Structures.

In addition work will not include independent peer review, a bridge development report, temporary bridge, a bridge, or retaining wall

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall be responsible for the design, details, and quantities associated with signing and pavement markings for this project. If requested, the CONSULTANT shall include the recently implemented audible pavement marking requirements in the construction plans. The CONSULTANT shall coordinate with the COUNTY Design Project Manager for this application. The CONSULTANT shall evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs.

A No Passing Zone Study will not be required.

The CONSULTANT shall review the approved Corridor Management Plan (CMP), typical section package, traffic report conducted during the Corridor Management Plan

phase and proposed geometric design alignment to identify proposed sign placements and roadway markings.

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

If required, the CONSULTANT shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

In addition work will include quantities, computation book, cost estimates, field reviews, technical meetings, Quality Assurance/Quality Control, supervision and coordination.

The work will not include the engineering analysis for any of the following:
A No Passing Zone Study, Sign Lighting/Electrical Calculations, Technical Special Provisions, Other Signing and Pavement Marking Analysis

In addition work will not include independent peer review.

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with COUNTY standards and guidance from the FDOT Plans Preparation Manual that includes the following. The plans shall include only those sheets, of the following list of sheets, necessary to convey the intent and scope of the project for the purpose of construction.

Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Typical Details, Guide Sign Work Sheets, Special Details.

In addition work will include Quality Assurance/Quality Control and supervision.

The work will not include the engineering analysis for any of the following:
Key Sheet, Summary of Pay Items Including CES Input, Tabulation of Quantities, General Notes/Pay Item Notes, Project Layout, Traffic Monitoring Site, Cross Sections, Special Service Point Details, Interim Standards

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall perform a Signal Warrant Analysis for the intersection of the re-aligned Johnson Avenue with Harbour Square and Olive Road. A report will be submitted by the CONSULTANT. The traffic study along with the Traffic Engineer's experience and judgment will determine the need for the signal. If warranted, the COUNTY Design Project Manager will obtain endorsement from local officials and approve funds to design the signalized intersection. If not warranted, the CONSULTANT will propose a typical County intersection with STOP signs.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing traffic data collected during the Corridor Management Plan Traffic Report to update the Design Traffic, Operational Analysis and Documentation for twenty-five (25) intersections based on new traffic data and newly adopted Long Range Plan and Model.

The CONSULTANT shall prepare the Interconnect Communication design from the intersection of Gregg Street to Pilgrim Road. The COUNTY Design Project Manager will obtain endorsement from local officials and approve funds to develop details for connecting the communication lines to the existing FDOT signals or future County ITS plan.

One (1) signalized intersections exist within the project limits at the intersections of 9th Avenue (SR 289) with Olive Road (MP 4.535). The mast arms will not be reconstructed. Pedestrian signal features will not be reconstructed. Traffic detector loops will not be impacted by the milling operation and are not anticipated to be replaced.

21.1 Traffic Data Collection (refer to Tasks 21.2 and 21.3)

Effort required for traffic data collection for signal warrant analysis and update of the Design Traffic Operational Analysis, including 24 hr. machine counts and 8 hr. turning movement counts for the signal warrant analysis are included in Task 21.2 Traffic Data Analysis and 21.3 Signal Warrant Study.

21.2 Traffic Data Analysis

The CONSULTANT shall use the Corridor Management Plan Traffic Report to determine intersection geometry.

The CONSULTANT shall prepare complete update of Design Traffic, Operational Analysis and Documentation for twenty-five (25) intersections based on new traffic data and newly adopted Long Range Plan and Model.

Note: This effort reflects a reduction in hours from the use of the Corridor Management Plan (CMP) Design Traffic Report effort based on expected efficiencies in analysis, set up and documentation.

21.3 Signal Warrant Study

The CONSULTANT shall perform a Signal Warrant Study for the re-alignment of Johnson Avenue with Harbour Square Drive at Olive Road. The report shall be complete prior to the 30% plan submittal.

21.4 Systems Timings

As a supplemental service and if warranted, the CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

21.5 Reference and Master Signalization Design File

As a supplemental service and if warranted, the CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

As a supplemental service and if warranted, the CONSULTANT shall design Signal Mounted Overhead Street Name signs for one signalized intersection. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

21.8 Pole Elevation Analysis

As a supplemental service and if warranted, the CONSULTANT shall perform analysis for one signalized intersection. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

21.9 Traffic Signal Operation Report

As a supplemental service and if warranted, the CONSULTANT shall submit a report for one signalized intersection. This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

The CONSULTANT shall provide quantities and cost estimate for the interconnect communication design. As a supplemental service and if warranted, the quantities and cost estimate for the one signalized intersection will be provided. A Technical Special Provision is anticipated for the Interconnect Communication pay item(s).

In addition work will include Quality Assurance/Quality Control, supervision, and coordination will be included.

Work will not include independent peer review.

21.14 Field Reviews

As a supplemental service and if warranted, the CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing at other local intersections
Controller Make, Model, Capabilities and Condition/Age at other local intersections
Type of Detection at other intersections as compared with current County Standards
Interconnect Media
Controller Timing Data at other local intersections

This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

21.15 Technical Meetings

The CONSULTANT shall meet with COUNTY staff to discuss data collection methodology and signal warrant conclusion. The CONSULTANT shall prepare for the meeting and document the meeting.

As a supplemental service and if warranted, the CONSULTANT shall collect information from the COUNTY Design Project Manager and COUNTY signal maintaining representative to discuss control make, model, proposed capabilities and other information needed for the design.

This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

In addition signalization analysis work will include:
quantities, cost estimates, technical special provisions, Quality Assurance/Quality Control, supervision and coordination.

The work will not include independent peer review.

22 SIGNALIZATION PLANS

This task will be authorized as a supplemental service by the COUNTY Design Project Manager.

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

22.3 Tabulation of Quantities

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

22.4 General Notes/Pay Item Notes

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

22.5 Plan Sheet

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

22.6 Interconnect Plans

The CONSULTANT shall produce 1" = 100' stacked plans from Davis Highway (SR 291) to Scenic Highway (SR 10A/US 90).

22.8 Guide Sign Worksheet

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

22.9 Special Details

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection for splice details.

22.11 Mast Arm/Monotube Tabulation Sheet

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

22.15 Utility Conflict Sheet

The CONSULTANT shall prepare one sheet per signalized intersections for interconnections.

22.16 Interim Standards

As a supplemental service and if warranted, the CONSULTANT shall provide for one signalized intersection.

In addition signalization analysis work will include Quality Assurance/Quality Control and supervision.

The work will not include the signalization plans for any of the following:

Key sheet, traffic monitoring site, special service point details, strain pole schedule, TCP signal (temporary), temporary detection sheet, utility conflict sheet

In addition work will not include independent peer review.

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

A Lighting Justification Report and a Lighting Design Analysis Report will be prepared by the CONSULTANT to determine any lighting deficiencies within the project limits and the preliminary design of lighting plans for 2.8 miles. The Lighting Design Analysis Report will be submitted with 30% plans and will indicate the lighting layouts with photometrics to determine optimum layout for three different fixtures. Supplementing the power source with solar panels will be reviewed and documented. The COUNTY Design Project Manager will provide input on the preferred lighting fixture and will obtain endorsement from local officials and local maintenance.

23.1 Lighting Justification Report

The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover prior to the 30% plans submittal, titled Lighting Justification Report.

23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Lighting Design Analysis Report. The report shall be submitted under a separate cover at 30% plans submittal. The report shall provide analyses for each typical section of the mainline. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used and shall include the evaluation of at least three lighting design alternatives and a recommendation on the alternative to use. One of the lighting design alternatives shall review solar panels. Each alternative shall be properly described; the alternatives shall consider different pole types, pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

After approval of the preliminary report, the CONSULTANT shall submit a revised report including a detailed lighting design analysis for each submittal.

23.4 Voltage Drop Calculations

As a supplemental service, the CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the District.

Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

23.6 Reference and Master Design Files

As a supplemental service, this task will be authorized by the COUNTY Design Project Manager.

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

23.8 Design Documentation

As a supplemental service, this task will be authorized by the COUNTY Design Project Manager.

The CONSULTANT shall submit a Roadway Lighting Design Documentation Book with the 90% and 100% lighting plans submittal. At a minimum, the design documentation book shall include:

- Lighting Calculations.
- Back up sheet for each bid item quantity total on each lighting plan sheet (90% and 100% submittals).
- Phase submittal checklist.
- Three-way quantity check list (90% and 100% submittals).
- Structural calculations for special conventional pole concrete foundations.

- Structural calculations for the high mast pole foundations.
- Letter to the power company requesting service.
- Power company confirmation letter on the requested services (90% and 100% submittals).
- Voltage drop calculations (90% and 100% submittals).
- Load analysis calculations (90% and 100% submittals).

In addition lighting analysis work will include:
quantities, cost estimates, field reviews, technical meetings, Quality Assurance/Quality Control, supervision and coordination.

The work will not include the engineering analysis for any of the following:
Aeronautical Evaluation, FDEP Coordination and Report, Temporary Lighting

In addition work will not include independent peer review.

24 LIGHTING PLANS

As a supplemental service, this task will be authorized by the COUNTY Design Project Manager.

The CONSULTANT shall prepare a set of Lighting Plans which includes the following:
tabulation of quantities, general notes/pay item notes, pole data and legend & criteria, service point details, project layout, plan sheets, Quality Assurance/Quality Control, and supervision.

The work will not include the plan preparation for any of the following:
Key sheet, summary of pay item sheet, special details, temporary lighting data and details, traffic control plan sheets, and interim standards

25 LANDSCAPE ARCHITECTURE ANALYSIS

The COUNTY will provide landscape information to be included for the storm water management areas.

Research required to collect data necessary to complete the design analysis will be performed by the COUNTY Design Project Manager.

If necessary, the design of planting, irrigation and hardscape can be included as a supplemental service and additional staff hours can be negotiated.

26 LANDSCAPE ARCHITECTURE PLANS

The COUNTY will provide landscape information to be included for the stormwater management areas. The plans shall be incorporated into the stormwater pond detail sheets.

The COUNTY shall include a written or graphic guide for the Contractor during planting. Care and maintenance through the construction phase will be noted by the COUNTY. The planting details and notes will be developed by the COUNTY who assumes the maintenance obligation.

If necessary, the design of planting, irrigation and hardscape can be included as a supplemental service and additional staff hours can be negotiated.

The work will not include the plan preparation for any of the following:

- Key sheet, tree and vegetations inventory, protection and relocation plans, irrigation plans, irrigation details and notes.

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

Alignment and/or existing right of way lines will be re-established centerline alignment, stake and station at 100' intervals, re-establish centerline alignment of Johnson Avenue and Olive Road within 500' of intersection.

When maintained right-of-way is being established in the field a representative from the COUNTY will need to be present to ensure maintained right-of-way is established properly.

Reference points will be verified.

Topography/DTM (3D) will use previous FDOT survey with supplemental information for the re-alignment of Johnson Avenue with the intersection of Harbour Square Drive and Olive Road. Full design topography (DTM) survey will be required for two to three pond sites. Locations to be determined during the design phase. Survey includes the former FDOT linear easement south of the intersection of Caminitti Lane and Olive Road.

Check cross sections at 1000' intervals.

Design Survey: The Primary and Secondary Horizontal and Vertical control will be provided by the CONSULTANT. Other design survey requirements will be conducted by the CONSULTANT in accordance with Section 27.0 of this document.

Horizontal and Vertical Project Control will be recovered from a previous survey conducted by the FDOT for State Road 290 (Olive Road) From Sears Boulevard to East of State Road 289 (9th Avenue) (FPID # 423059-1-52-01).

Subsurface Utility: The CONSULTANT shall obtain all subsurface utility information needed along the project limits. At a minimum, subsurface utility excavations will be required at the proposed signalized intersection. Excavations are expected to occur where drainage structure construction is in conflict with buried utilities. There are eight utilities.

Right of Way Survey: Right-of-way and defining the official county maintained right-of-way will be required for the project. The CONSULTANT with cooperation from the COUNTY Surveyor and COUNTY Real Estate Department will be responsible for the Right-of-Way Survey in locations identified during the roadway design. The COUNTY will be responsible for providing the information.

Side Street Surveys: Includes 27 side streets at 300' full design survey, specifically Kipling Street south to Brooklyn Street for drainage (850'). Tie survey to existing roadway dtm. Survey includes Johnson Avenue from Olive Road to Winding Lane with additional survey through two parcels for re-alignment.

Sectional/Grant Survey: Task includes the location of property corners to support legal description and sketches for Temporary Construction Easements (TCE's) for selected section corners as needed. Estimate 80% of driveways will require a TCE sketch with legal description.

Boundary Survey: Includes six parcels for stormwater retention facilities. 27 side streets at 300' full design survey, specifically Kipling Street south to Brooklyn Street for drainage (850'). Tie survey to existing roadway dtm. Survey includes wooded parcel west of Johnson Avenue and the triangle shaped parcel north of wooded parcel adjacent Johnson Avenue.

The survey CONSULTANT shall perform all survey services necessary to prepare the plans for the subject project. Survey work to be accomplished includes:

27.1 Horizontal Project Network Control (HPNC)

To be recovered from previous survey.

27.2 Vertical Project Network Control (VPNC)

To be recovered from previous survey.

27.3 Alignment and/or Existing Right of Way Lines

Re-establish centerline alignment, stake and station every 100' interval.

27.6 Topography/DTM (3D)

Use previous survey provided by the COUNTY for the FDOT milling and resurfacing project. Supplement the existing topography/DTM (3D) for side streets and re-alignment.

Supplement existing survey for surveying Johnson Avenue from Olive Road to Winding Lane. Supplement the existing survey for the survey of the proposed re-alignment of Johnson Avenue from approximately the intersection of Winding Lane and Johnson Avenue to the intersection of Harbour Square Drive and Olive Road.

27.8 Roadway Cross Sections/Profiles

Check cross sections at 1000' intervals.

27.9 Side Street Surveys

Includes 27 side streets at 300' full design survey, specifically Kipling Street south to Brooklyn Street for drainage (850'). Tie survey to existing roadway dtm. Survey includes Johnson Avenue from Olive Road to Winding Lane with additional survey through two parcels for re-alignment. Tie the existing survey to the survey.

27.10 Underground Utilities

Acquire the locations of eight utilities.

27.15 Pond Site Survey

Full design survey (DTM) of two (2) to three (3) pond sites including the existing pond north of Olive Road west of Johnson Avenue, the wooded FDOT parcel north of Olive Road west of Johnson Avenue and two pond locations west of 9th Avenue (SR 289).

27.18 Geotechnical Support

Obtain survey locations of pond borings.

27.19 Sectional/Grant Survey

Task includes the location of property corners to support legal description and sketches for Temporary Construction Easements (TCE's) and selected corners as necessary for corner clips right of way acquisition.

27.20 Subdivision Location

Obtain the location of block corners and subdivisions.

27.24 R/W Staking / R/W Line

As a supplemental service, this task will be authorized by the COUNTY Design Project Manager. Tasks includes flagging location of property corners for twelve (10) parcels adjacent the roadway to indicate the proposed Temporary Construction Easement (TCE) to the property owner.

27.27 Work Zone Safety

Refer to County Survey guidelines for requirements.

27.28 Miscellaneous Surveys

Preparation of sketch and descriptions for one large pond site (~6 parcels) with legal descriptions.

Preparation for Temporary Construction Easement (TCE) sketches for driveway connections with legal descriptions not included in the staff hours.

Reference points, boundary surveys, preparation of Project Network Control Sheet for construction plan set is not anticipated.

27.29 Supplemental Surveys

This task will be authorized as a supplemental service by the COUNTY Design Project Manager. Supplemental survey days and hours are to be approved in advance by the COUNTY Design Project Manager. Refer to tasks of this document, as applicable, to perform surveys not described herein.

In addition work will include field reviews, Quality Assurance/Quality Control, supervision and coordination.

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

Attendance at Technical Meetings is not anticipated. Attendance may be requested by the COUNTY Design Project Manager.

The work will not include the surveying for any of the following:

Aerial Targets, Reference Points, Planimetric (2D), Outfall Survey, Drainage Survey, Bridge Survey, Channel Survey, Mitigation Survey, Jurisdiction Line Survey, Maintained R/W, Water Boundary Survey, Right of Way Staking, Right of Way Monumentation, Line Cutting, Boundary Surveys, Documentation Research

28 PHOTOGRAMMETRY and tasks 28.1 – 28.25 are not applicable for this project.

29 MAPPING and tasks 29.1 – 29.36 are incorporated into Activity 27 Survey.

30 GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation and activities associated with the project.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing plans, geotechnical data, traffic data, and pavement design information provided by the FDOT to minimize efforts. The CONSULTANT will obtain the Pavement Core information, FDOT Construction Plans for SR 290 (Olive Road) 3R project from Sears Boulevard to Pilgrim Road (FPID No.: 423059-1-32-01), and associated reports to assist with the development of the Pavement Design.

All geotechnical work performed by the CONSULTANT shall be in accordance with COUNTY standards, or as otherwise directed by the COUNTY Design Project Engineer. The COUNTY Design Project Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

The CONSULTANT will be responsible for the Pavement Design and will collect appropriate samples for Limerock Bearing Ratio (LBR) testing and for Resilient Modulus (MR) Testing.

Before beginning each phase of investigation, the CONSULTANT shall submit investigation plan for approval and meet with the COUNTY Design Project Engineer to review the project scope and COUNTY requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the COUNTY in adequate time to schedule a representative to attend all related meetings and field activities.

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of final plans. Rock cores shall be retained as directed by the COUNTY Design Project Manager.

CONSULTANT shall perform specialized field-testing as required by project needs.

All testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified by the COUNTY Design Project Manager.

All Standard Penetration Testing will be performed using an automatic hammer.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county maps, County GIS data, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

If required by the COUNTY Design Project Manager, a preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the COUNTY Design Project Manager.

30.2 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with COUNTY Design Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the COUNTY for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the COUNTY's guidelines and FDOT Roadway and Traffic Design Standards Index 600 series.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the COUNTY Design Project Manager.

30.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

30.8 LBR / Resilient Modulus Sampling

The Consultant will collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

The Consultant will collect appropriate samples for Resilient Modulus (MR) Testing.

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification – Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels.

30.14 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

30.16 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

30.21 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the 30% plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

Copies of U.S.G.S. and S.C.S. maps with project limits shown. GIS data from the COUNTY can also assist with the creation of maps.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

30.22 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

30.23 Auger Boring Drafting

30.24 SPT Boring Drafting

Structures

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.25 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with COUNTY Design Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the COUNTY for approval prior to commencing with the boring program.

30.26 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.27 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the COUNTY's guidelines and FDOT Roadway and Traffic Design Standards Index 600 series.

30.30 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.31 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.32 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

30.33 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.34 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

30.42 Box Culvert Analysis

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

Provide lateral earth pressure coefficients.

Provide box culvert construction and design recommendations.

Estimate differential and total (long term and short term) settlements.

Evaluate wingwall stability.

30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, SCS, USGS, geologic and potentiometric data. The results of all tasks discussed in the previous section (Data Interpretation and Analysis).

Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

Any special provisions required for construction that are not addressed in the COUNTY Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the COUNTY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the COUNTY Design Project Manager for review prior to project completion. Reports will include the following:

All original plan sheets (11" x 17")

One set of all plan and specification documents, in electronic format

All reference and support documentation used in preparation of contract plans package

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

30.46 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

30.49 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

In addition work will include Quality Assurance/Quality Control, supervision and coordination.

The work will not include the geotechnical or engineering analysis for any of the following:

Drilling Access Permits, Delineate Limits of Unsuitable Material, Embankment Settlement and Stability, Stormwater Volume Recovery and/or Background Seepage Analysis, Pavement Condition Survey and Pavement Evaluation Report, Selection of Foundation Alternatives, Bridge Construction and Testing Recommendations, Lateral Load Analysis, Walls, Sheet Pile Wall Analysis, Bridge Development Report, Bridge and Associated Walls Report, Technical Special Provisions and Optional Preliminary Contamination Assessment.

In addition work will not include independent peer review.

31 CONSTRUCTION ENGINEERING INSPECTION

As a supplemental service, this task will be authorized by the COUNTY Design Project Manager.

This Project Activity is to define as clearly as possible the duties of the CONSULTANT with regard to administration of the East Olive Road (former SR 290) from Davis Highway (SR 291) to Scenic Highway (US 90 / SR 10A) reconstruction safety project; construction engineering, inspection and project management contract for Escambia County Public Works Bureau (COUNTY). The administration of the East Olive Road (former SR 290) from Davis Highway (SR 291) to Scenic Highway (US 90 / SR 10A) reconstruction safety project will be conducted by the CONSULTANT in full cooperation with the COUNTY Construction Project Supervisor and/or their representative(s) assigned to the project. The COUNTY Construction Project Supervisor will have the final word in regard to challenges of CONSULTANT authority by the Contractor or decisions made by the CONSULTANT regarding the work. The ultimate goal of the COUNTY and the CONSULTANT should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the CONSULTANT, Contractors, and the COUNTY, and to complete the work on budget and on time with minimum inconvenience and maximum safety to the public. The contract length for the CEI services will be 730 days and it is understood that the goal is to provide all CEI services up to negotiated contract limits. The Project Activity may be modified at a later date.

The CONSULTANT shall be responsible for any necessary construction engineering inspection activities associated with this project. The CONSULTANT shall coordinate with the COUNTY Design Project Manager regarding the specific responsibilities of the task. The ultimate goal of the COUNTY and the CONSULTANT should be to administer the construction contract in a highly professional manner, conducive of a cooperative relationship between the CONSULTANT, Contractors, and the COUNTY, and to complete the work on budget and on time with minimum inconvenience and maximum safety to the public.

The responsibilities of the CONSULTANT on this project are:

31.1 Erosion Control and Preconstruction Conferences

Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

31.2 Attend Weekly Meetings

Prepare the agenda, attend, and conduct a meeting every week with COUNTY personnel, Contractor, Sub-contractors, Utility Personnel and other agencies affected by the project.

Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distributes written minutes to the appropriate agencies.

31.3 Project Administration

Provide project administration and coordinate with the assigned County Construction Project Supervisor. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Contractor's hours worked on the project and verify all pay requests for accuracy. Prior to starting work, submit to County Construction Project Supervisor a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County Construction Project Supervisor and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the Contractor a QC Plan. The QC Plan is required per County Specifications and shall have a list of the Contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

31.4 Provide Construction Inspection

Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All Field Technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector
 Asphalt Plant Inspection
 Class 1 Concrete Technician
 ACI Concrete Field Testing Technician – Level 1
 Soils and Aggregate Technician
 Earthwork Technician
 Nuclear Gauge Trained and Proficient
 SWPPP Certified

Certification from another State Highway COUNTY, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification. Prior approval is required.

31.5 Conduct Field Surveys

Survey Scope is included in CONSULTANT Design Scope. Surveying during the construction phase is to be coordinated with the County Construction Project Supervisor regarding the following potential construction survey items:

Conduct and supervise surveying services to obtain original, final, as well as progress estimate quantities for payment of all earthwork pay items to the

contractor. Establish horizontal and vertical control on the project to be utilized by the contractor for construction layout. Be prepared to justify quantities in case of discrepancies found by Contractors or the COUNTY. Upon request, check construction layout when deemed necessary by the County Construction Project Supervisor.

31.6 Supplemental Agreements/Construction Change, VECP

Notify the County Construction Project Supervisor of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County Construction Project Supervisor. Any work that cannot be negotiated with the Prime Contractor will be pursued by Force Account as defined in the County Specifications and recorded on forms supplied by County Construction. Submit Value Engineering Change Proposals to the County Construction Project Supervisor for analysis and distribution to the appropriate division(s).

31.7 Shop Drawings

Will review and process the shop drawings, sending them to the design Engineer of Record (EOR) for review. CEI CONSULTANT will coordinate shop drawing comments and revisions between the EOR and the Contractor. The final version of the shop drawings, signed by the EOR, will then be sent to the Contractor. The shop drawing will be reviewed prior to the Contractor submitting them to the appropriate Vendor.

31.8 Quality Assurance, Testing for Acceptance, and Training

Quality Assurance, Testing for Acceptance, and Training is not anticipated. Staff hours for this effort will be negotiated at the appropriate time.

The intent is for the CONSULTANT to provide all field testing normally provided by the COUNTY with employees certified to perform the tests. Copies of all certifications should be filed in the project records for review by the COUNTY at any time. Any temporary waivers of certification or licensing will be reviewed by the COUNTY for the final decision.) Provide certification training to CONSULTANT personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document CONSULTANT testing on standard forms provided by the COUNTY and distribute as required. Monitor documentation of testing by the Contractor. Field testing by the CONSULTANT may include, but is not limited to, all ACI tests for concrete including concrete plant for acceptance by the COUNTY, nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the County Specifications and the COUNTY's sampling and testing schedule. The CONSULTANT will also provide, or coordinate with the Contractor to provide (with COUNTY approval), aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the County Specifications and the COUNTY's sampling and testing schedule. (Note: All

tests normally to be performed by COUNTY project personnel will be performed by the CONSULTANT with the COUNTY Design Project Manager's prior approval.) Also included as the responsibility of the CONSULTANT is miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the CONSULTANT will submit the initial information on forms supplied by the COUNTY and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the CONSULTANT for conformity to the Project Specifications. The certification documents submitted to the COUNTY will also be reviewed for completeness and conformance to the COUNTY's standard form of submission. A Final Materials and Tests Certification will be submitted to the COUNTY project personnel with the Final Records.

31.9 Progress Payments

The CONSULTANT will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. County Construction Project Supervisor must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the County Construction Project Supervisor for review and payment. Payments for stockpiled material may be made as defined in the County Specifications and approved by the County Construction Project Supervisor. Copies of approved subcontracts should be on file prior to the first Progress Payment.

31.10 Revisions to the Contract Plans

Any revisions to the contract plans or cross sections will be submitted to the County Construction Project Supervisor for processing.

31.11 Distribution of Correspondence

Submit to the County Construction Project Supervisor a copy of all correspondence between the CONSULTANT, Contractor, Subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

31.12 Inspection of Work

Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the COUNTY or auditors. The records will be recorded on a standard form (field book) supplied or defined by the COUNTY and/or on field

inspection forms to be submitted to the COUNTY. Check traffic control daily, and additionally as required or requested. Notify the Contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by the COUNTY and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the Contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the Contractor or COUNTY. Prepare an accurate daily diary (or weekly diary if approved by County construction project supervisor), signed by the inspector, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor
- Orders given the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

31.13 Reports

There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the COUNTY prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County Construction Project Supervisor for clarification at any time.

31.14 Final Records

Submit a compilation of project records in the COUNTY's standard format to the COUNTY Project Supervisor after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Coordinate CONSULTANT hours after the project completion with the County Construction Project Supervisor for approval.

31.15 Project Claims

Prepare documentation and assist in the defense of the COUNTY, when requested, in preparation for claims or possible claims resulting in the execution of the contract.

31.16 Utility Relocations

Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the COUNTY.

31.17 Citizen Interface

CONSULTANT will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. CONSULTANT will prepare public information fliers and notifications, to be approved by COUNTY Project Supervisor. CONSULTANT will coordinate with COUNTY and send out Public Information Notifications and hand out fliers along the project corridor.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1592

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Atkins North America, Inc. (formerly known as PBS&J), per PD 10-11.070, Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI (Construction, Engineering and Inspection) in the amount of \$195,719.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

BACKGROUND:

Request for Letters of Interest, PD 10-11.070, Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI were publicly noticed on Monday, August 1, 2011, to 98 known firms. Responses were received from 7 firms on Tuesday, August 16, 2011.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services) will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Final Fee Proposal

Escambia County
Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project
Engineering-Design with Limited CEI
Scope of Services PD 10-11.070
September 28, 2011

The following is a scope of services which defines those tasks necessary to complete the Olive Road Resurfacing and Drainage Improvement Project in Escambia County, Florida. Herein after all references to the County will mean Escambia County and all references to the Consultant will mean Atkins.

The Consultant shall design and prepare construction documents for approximately 2.1 miles of 2-lane undivided rural roadway along the existing Olive Road corridor. The roadway resurfacing will begin just west of Sears Road and extend east to Davis Highway. Drainage improvements will be made along Old Palafox Highway from Olive Road to State Road 8 (Interstate 10), at the pipe culvert just west of Cody Lane, and at the intersection of Whitmire Drive. Anticipated permits may include FDEP stormwater permit modifications and a General Wetland Permit.

Tasks under this Scope of Service include:

TASK 1 – ENGINEERING

To accomplish the objectives outlined above in a manner that meets the County's requirements, the following scope items have been identified.

1.0 ENVIRONMENTAL

1. Atkins environmental staff will perform a wetland evaluation of the area around the existing pipe culvert in close proximity to Cody Lane and the adjacent ditch system which is connected to an existing pond to determine if proposed improvements to the system will require wetland permitting. Wetlands identified will be flagged and surveyed. Additionally staff will review the proposed roadway design along the entire route including Old Palafox Highway in order to determine any environmental concerns or impacts.
2. Atkins staff will coordinate with permitting agencies on the proposed roadway and drainage design and prepare environmental permits required prior to construction. Drainage improvements to the existing pond system, modifications to piping and ditches may require permitting.

2.0 SURVEY

1. Pitman Glaze and Associates will establish horizontal and vertical control, locate utilities, determine right of way, and perform topographic points based on a 50-foot grid system for the areas below.
2. Pitman Glaze and Associates will perform the survey in the following areas:

- A. **Old Palafox Highway/Olive Road Intersection to Interstate 10** – including the existing drainage system, side drains, and ditches.
 - B. **Mazurek Plantation Pond and Outfall System** – including the existing pond, the pond entrance from Cody Lane, pond drainage structures, pipe culvert under Olive Road and associated drainage ditch, and wetland flagging.
 - C. **Cody Road intersection** – including the existing utilities, travel lanes, turn lanes, signals, traffic loops, and pedestrian features.
 - D. **Whitmire Drive Intersection** – including 560 ft north of Whitmire Drive, the stormwater pond located at the northeast corner, and pond outfall.
3. Pitman Glaze and Associates will provide a legal description for a drainage easement or right of way for the culvert located just west of Cody Lane.

3.0 UTILITY COORDINATION

1. Atkins shall review existing utilities within the project limits and determine if there are any potential impacts. Coordinate with utilities agencies based on impacts, concerns, or potential construction conflicts. The utilities for the resurfacing project prepared for FDOT was certified, but the new improvements will have to be reviewed and the work on Old Palafox Highway will have to be added.
2. Prepare potential conflict matrix and distribute sets of plans to the utilities to confirm required disposition of each facility.
3. Atkins has included Cardno TBE on the project team for subsurface utility engineering. The services will only be utilized as needed where new drainage modifications may impact utilities. Cardno TBE services will be treated as an allowance with the fee included as a limiting amount of up to 16 test holes. Only the test holes utilized, up to the limiting amount will be billed to the County.

4.0 GEOTECHNICAL

1. PSI will drill two borings at the each of the culverts proposed to be replaced and two borings at the replacement of stormdrain pipe near Olive Baptist Church.
2. PSI will drill three borings within the Mazurek Plantation Pond in order to determine the permeability of the existing pond.

5.0 DRAINAGE ANALYSIS AND DESIGN

1. Drainage Analysis – Atkins drainage staff will evaluate the following areas for drainage improvements:
 - A. **Old Palafox Highway to Interstate 10** – Evaluate the existing drainage system at the intersection of Olive Road and adjacent parking lot which conveys runoff south through a series of pipes and drainage ditches before discharging into a

ditch along Interstate 10. Determine the drainage improvements required to reduce flooding of the parking lot on the northeast corner of Olive Road based on a 25-year storm event.

- B. **Mazurek Plantation Pond and Outfall System** – Analyze the existing drainage system, stormwater pond, Olive Road culvert, and the associated outfall ditch. Determine if the existing stormwater pond meets the permitted stormwater requirements. Evaluate the erosion control needs at the pond outfall and the pipe culvert crossing Olive Road. Determine the required drainage improvements necessary to reduce localized flooding based on a 25-year storm event.
 - C. **Carpenters Creek Culvert Replacement** – Replace the existing culvert using FDOT documentation guidelines in Section 4.11.1.2. Atkins will contact FDOT Maintenance Office to determine any known problems. Atkins will conduct a field review of the culvert, delineate the basin area, perform hydraulic computations using FHWA HY-8 or similar culvert software to assess any problems. Design the replacement culvert based on the 50-year storm event.
 - D. **Whitmire Drive Intersection** – Evaluate the existing drainage basin flowing to the intersection of Whitmire Drive and Olive Road. Determine the drainage improvements required to reduce flooding at this intersection based on a 25-year storm event.
2. Atkins will prepare a drainage report for the drainage task number 1 which will include drainage basin delineation, drainage calculations, and erosion control calculations and will provide the County with drainage improvement recommendations.
 3. Atkins will meet with County to discuss analysis and proposed recommendations. County personnel will determine the drainage improvements that will be incorporated into the construction plans.
 4. Geotechnical Services – Obtain soil borings at selected areas for drainage or roadway recommendations. The geotechnical services may be provided by our subconsultant **Professional Service Industries (PSI)**. The geotechnical services will only be utilized as needed.

5.0 ROADWAY DESIGN

1. Atkins staff will perform field reviews to evaluate existing survey, signage, drainage, and railroad features.
2. Add a new driveway at the Mazurek Plantation Pond gate along Cody Lane.
3. Prepare a SWPPP for the drainage construction plans.
4. Replace any traffic signs that do not meet County and MUTCD Standards.

5. Provide details for replacement of the traffic loops at Olive Road and Old Palafox Highway based on drainage improvement construction impacts.
6. Prepare Traffic Control Plans for the proposed drainage improvements.
7. Prepare Specifications and Cost Estimate for construction plans.
8. Identify areas along the existing roadway for road side hazards, drop-offs, and clear zone infractions. These areas will be reviewed with County staff to determine the necessary barriers required to improve safety. Also, review the condition of existing guardrail and curbing along the project limits.

6.0 CONSTRUCTION PLANS

1. Brindley Pieters & Associates (BPA) will revise the resurfacing plans, quantities, and other construction documentation prepared for the Florida Department of Transportation for Olive Road from Sears Boulevard to 9th Avenue. Roadway Design to match this scopes project limits and Escambia County Standards. The drainage modifications west of Sears Boulevard and on Old Palafox Highway will have to be added. Additionally, any changes to the Mazurek Plantation Pond and associated outfalls will have to be included in the construction plans.
2. Atkins will incorporate the drainage improvements, signage, signalization, traffic control, and SWPPP additions/modifications into the construction plans prepared by BPA.

7.0 SUBMITTALS

1. Prepare two (2) paper sets and one (1) CD of the 11"x17" construction plans for the project. The plans shall include a key sheet, roadway typicals, quantities, notes/details, traffic control, plan sheets, signing and pavement markings plans, erosion control plans, and cross sections. The construction plans shall be submitted in three phases (60%, 90%, Final) as per Escambia County.
2. Project documentation including the design criteria, recommendations, and decisions utilized for the project will be updated and submitted with each phase submittal.
3. The plans will reference the latest version of the County Road Paving and Drainage Technical Specifications. Atkins will provide County specifications with the final submittal.
4. A construction cost estimate will be prepared with the 90% and final plans submittal.

Two construction document review meetings shall be held with the County. The first meeting shall be after the review of the 60% plans and the second meeting shall be after the review of 90% plans and cost estimate.

8.0 BIDDING ASSISTANCE

1. Atkins will coordinate with Purchasing and Engineering regarding provisions of the contract documents including a bid tabulation sheet for bid purchases to assure that the contract front end documents are the latest and complete. Atkins will attend one (1) pre-bid meeting during this phase. A meeting duration of two (2) hours has been anticipated in the proposal. Additionally, Atkins will respond to contractor initiated requests for information during the bidding phase. These requests and responses will be coordinated through County Engineering and any necessary Addenda will be coordinated with Purchasing. This task also includes bid reviews and recommendation of award.

9.0 PERMITTING

1. The Consultant shall prepare and submit the necessary wetland and stormwater permits for the County. The permitting fees shall be paid by the Consultant and reimbursed up to the limiting amount by the County.
2. The Consultant will provide commencement of construction and other construction documentation (as-builts) required by the permitting agencies.

10.0 CONSTRUCTION ASSISTANCE

1. **Shop Drawing Review** – The consultant shall review and approve shop drawings for conformance with design concepts and information provided in technical specifications.
3. **RFI/Change Orders** – During bidding and/or construction, the Consultant shall provide assistance with responses to contractor requests for information (RFI) and the review of change order requests.
4. **Stormwater Pollution Prevention Plan (SWPPP) (Limited)** – The Consultant shall conduct on-site SWPPP inspections by a certified inspector to monitor compliance with the approved permit requirements. The inspector shall attend the pre-construction meeting with the contractor to provide information about the specific requirements for compliance and to clarify the objectives of the erosion and sediment control measures for the project.

11.0 CONSTRUCTION INSPECTION (SUPPLEMENTAL)

1. **Construction Inspection (Supplemental)** – The Consultant shall provide inspection services to document the contractor's progress and incorporation of materials into the project in accordance with the contract documents. Quantities will be tracked and recommendations will be provided for periodic progress payments. The Consultant shall monitor the contractor schedule and coordinate inspection effort accordingly. The consultant shall provide field technicians certified in the applicable FDOT certification workshops including but not limited to Asphalt Roadway Paving Inspector, Asphalt Plant Inspection, Class 1 Concrete Technician, Soils and Aggregate Technician, Earthwork Technician, Nuclear Gauge Trained and Proficient, and

SWPPP Certified. A fee has been included for Asphalt Plant and Asphalt Road Paving Inspection only which is anticipated to occur over a two (2) week time period during construction.

12.0 ADDITIONAL SERVICES

Services authorized by the County other than those specifically listed above shall be considered additional services and Atkins shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of Atkins.
2. Providing services of professional consultants other than as is specifically provided for under this scope of services.
3. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.
4. Any changes or modifications required due to changes in the project directed by the County.
5. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
6. Providing assistance or preparation of additional documentation required for legal transactions, including sale of property, preparation of lease agreements, or right-of-way acquisition assistance.

13.0 CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the County's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
2. The Contractor shall provide to the Consultant for all As-Built surveys necessary for final certification of construction.

**Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI
& Drainage Project Engineering-Design with Limited CEI**

Engineering Scope Estimation

Prepared for Escambia County



Task	Activity Fee Estimate
Geotechnical Investigation (Professional Service Industries) (Limiting Amount)	\$12,870.00
	\$12,870.00
Subsurface Utility Engineering (SUE) (Limiting Amount)	\$8,000.00
	\$8,000.00
Survey	\$11,490.00
	\$11,490.00
Engineering	
Utility Coordination	\$6,929.00
Drainage Design	\$36,352.00
Roadway Design	\$16,001.00
Construction Plans	\$24,475.00
BPA Plans Revisions	\$27,000.00
Subtotal	\$110,757.00
Bidding	\$3,179.00
Subtotal	\$3,179.00
Environmental/Permitting	
Stormwater Permitting	\$8,729.00
Wetland Permitting	\$6,600.00
Permitting Fees	\$2,050.00
Subtotal	\$17,379.00
Construction Assistance	\$8,146.00
	\$8,146.00
Construction Inspection (Supplemental)	\$23,898.00
	\$23,898.00
Total	\$195,719.00

1. Payment shall be made on a lump sum basis with the exception of the Geotechnical and Subsurface Utility Engineering. Invoices shall be submitted to the County monthly and shall reflect amounts due based on percent complete for each task. Additional services shall be invoiced based on actual time charged and direct hourly rates at a 3.1 multiplier.

2. Normal expenses include out-of-pocket expenditures such as copying, plans reproduction, telephone and express mail have been included in the above costs. Permit fees have not been included and shall be billed separately.

3. Each task including expenses, has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without County authorization.

**Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI
SUMMARY FEE SHEET**

ACTIVITY DESCRIPTION	Project Manager		Project Engineer		Sr. Cadd Designer		Sr. Engineer		Sr. Designer/Technician		Asphalt Inspector		Asphalt Plant Inspector		Secretary		TOTAL			
	Rate/Hr.	\$65.86	Rate/Hr.	\$39.61	Rate/Hr.	\$31.25	Rate/Hr.	\$43.27	Rate/Hr.	\$28.00	Rate/Hr.	\$28.37	Rate/Hr.	\$22.28	Rate/Hr.	\$15.84	MAN	SALARY COST	AVG. HRLY.	
	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MH BY	BY ACTIVITY	ACTIVITY	
	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	ACTIVITY	BY ACTIVITY	RATE	
Utility Coordination	3	\$217.34	30	\$1,176.42	20	\$618.75	7	\$285.58	5	\$147.84	0	\$0.00	0	\$0.00	1	\$20.91	66	\$2,466.84	\$37.38	
Drainage Analysis Design	25	\$1,646.50	150	\$5,941.50	65	\$2,031.25	65	\$2,812.55	16	\$448.00	0	\$0.00	0	\$0.00	4	\$63.36	325	\$12,943.16	\$39.83	
Roadway Design	15	\$987.90	69	\$2,733.09	26	\$812.50	22	\$951.94	7	\$196.00	0	\$0.00	0	\$0.00	1	\$15.84	140	\$5,697.27	\$40.69	
Construction Plans	13	\$856.18	46	\$1,822.06	107	\$3,343.75	47	\$2,033.69	24	\$658.84	0	\$0.00	0	\$0.00	0	\$0.00	237	\$8,714.52	\$36.84	
Bidding	1	\$92.20	15	\$609.99	1	\$43.75	8	\$363.47	0	\$0.00	0	\$0.00	0	\$0.00	1	\$22.18	28	\$1,131.59	\$40.41	
Stormwater Permitting	4	\$260.15	36	\$1,408.14	16	\$493.75	20	\$854.58	2	\$66.36	0	\$0.00	0	\$0.00	2	\$25.03	79	\$3,108.00	\$39.34	
Construction Assistance	4	\$263.44	19	\$752.59	34	\$1,062.50	19	\$822.13	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	76	\$2,900.66	\$38.17	
Construction Inspection (Optional)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	168	\$4,766.16	168	\$3,743.04	0	\$0.00	336	\$8,509.20	\$25.33	
TOTALS	66		365		269		188		54		168		168		9		1,287	\$45,472.00	\$35.34	
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES										TOTAL CONTRACT FEE COMPUTATIONS										
Utility Coordination	\$6,929.00	TOTAL ACTIVITY SALARY COSTS																	\$45,472.00	
Drainage Design	\$36,352.00	(A) OVERHEAD ADDITIVES:																		
Roadway Design	\$16,001.00	(1) ADMIN. & GENERAL																	168.00%	\$76,393.00
Construction Plans	\$24,475.00	SUBTOTAL (SALARY + OVERHEAD)																	\$121,865.00	
Bidding	\$3,179.00	(B) LUMP SUM FOR OPERATING MARGIN																	12.00%	\$5,457.00
Stormwater Permitting	\$8,729.00	SUBTOTAL (SALARY RELATED COSTS)																	\$127,322.00	
Construction Administration	\$8,146.00	(C) DIRECT REIMBURSABLES (OUT OF POCKET)																	0.00%	\$0.00
Construction Inspection (Supplemental)	\$23,898.00	(D) Facilities Capitol Cost of Money (F.C.C.M.)																	0.849%	\$387.00
Expenses	\$0.00	SUBTOTAL (COST ELEMENTS APPLIED TO BASIC ACTIVITIES)																	\$127,709.00	
Survey	\$11,490.00	(E) Expenses																		
BPA	\$27,000.00	(F) SUBCONSULTANTS																		
Cardno TBE	\$8,000.00	Survey																	\$11,490.00	
PSI	\$12,870.00	BPA																	\$27,000.00	
Wetlands	\$6,600.00	Cardno TBE																	\$8,000.00	
Permit Fees	\$2,050.00	PSI																	\$12,870.00	
		Wetlands																	\$6,600.00	
		Permit Fees																	\$2,050.00	
		SUBTOTAL																	\$68,010.00	
		TOTAL LUMP SUM FEE																	\$195,719.00	
TOTALS	\$195,719.00																			

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Utility Coordination

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Kickoff Meetings	LS	1	5	5		Includes Preparation for meeting, attending meeting, preparation and distribution of minutes
2.0	Identify Existing UAOs	LS	4	2.5	10		Palafox, Cody Lane Culvert Crossing, Whitmire
3.0	Make Utility Contacts	LS	5	1	5	1 hr per utility	
4.0	Exception Coordination	LS		0.5	0		
5.0	Preliminary Utility Meeting	LS		0	0		
6.0	Individual / Field Meetings	LS	4	2	8		
7.0	Collect and Review Plans and Data from UAOs	LS	4	3	12		
8.0	Subordination of Easements Coordination	LS					
9.0	Utility design Meeting	LS	1	8	8		2 people x 2 hrs + preparation and distribution of minutes
10.0	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	4	2	8		
11.0	Utility Coordination / Follow up	LS	1	4	4		
12.0	Utility Constructability Review	LS	1	4	4		
13.0	Additional Utility Services	LS					
14.0	Processing Utility Work by Highway Contractor	LS					
15.0	Certification / Close-out	LS	4	0.5	2	1 to 6 hr per utility	
16.0	Other Utilites	LS			0		
	Totals				66		

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Drainage Analysis and Design

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Drairage Analysis and Recommendations	LS	1	168	168	Palafox 36 hrs, Mazurek Pond and Outfall 60 hrs, Carpenters Creek Culvert Replacement 36 hrs, Whitmire 36 hrs
2.0	Drainage Report	LS	1	30	30	
3.0	Design of Cross Drains	EA	3	7	21	West of Carpenters Creek, Cody Lane, and Whitmire
4.0	Design of Roadway Ditches	LS	2	9	18	Palafox and Whitmire
5.0	Design of Outfalls with erosion control	EA	1	10	10	Evaluate to minimize erosion.
6.0	Design of Stormwater Pond Modifications	EA	1	6	6	Mazurek Pond
7.0	Design of Storm Drains	EA	13	3	39	12- Palafox, 1-Whitmire
8.0	Drainage Documentation Report	LS	2	10	20	include with plan submittals
9.0	Cost Estimate	LS			0	
10.0	Field Reviews	LS	0	0	0	Included in Roadway Section
11.0	Technical Meetings	LS	1	4	4	County to review drainage recommendations
12.0	Quality Assurance/Quality Control	LS	7%	75	5	
13.0	Independent Peer Review	LS	0%	75	0	
14.0	Supervision	LS	2%	75	2	
15.0	Coordination	LS	2%	82	2	
	Totals				325	

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Roadway Design

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Contract Maintenance	LS	1	8	8		Maintain files (in house)
2.0	Pavement Design Package	LS	1	0	0		Provided by County
3.0	Horizontal /Vertical Master Design Files	LS	1	8	8		
4.0	Cross Section Design Files	EA	40	0.5	20		1200/50' = 24 Palafox and 800/50' = 16 Whitmire
5.0	Traffic Control Analysis	LS	1	12	12		
6.0	Master TCP Design Files	LS	1	12	12		
7.0	Signing & Pavement Markings Design	LS	1	8	8		Palafox
8.0	Design Variations and Exceptions	LS	1	0	0		
9.0	Design Report	LS	1	16	16		Basic report documenting recommendations, design standards and decisions.
10.0	Quantities	LS	1	16	16		
11.0	Cost Estimate	LS	1	8	8		1 original estimate @ 8hrs + 1 update @ 4 hrs.
12.0	Specifications	LS	1	8	8		
13.0	Other Roadway Analysis	LS	1	0	0		
14.0	Roadway Analysis Technical Subtotal				116		
15.0	Field Reviews	LS	4	2	8		2 people X 4 field reviews X 4 hrs each
16.0	Technical Meetings	LS	1	6	6		
17.0	Quality Assurance/Quality Control	LS	1	7%	8		
18.0	Independent Peer Review	LS	1	0%	0		
19.0	Supervision	LS	1	2%	2		
20.0	Coordination	LS	1	2%	0		
	Totals				140		

**SR 290 REVISION MANHOURS & FEE
ESTIMATE BRINDLEY PIETERS & ASSOCIATES**

ITEM NO.	DESCRIPTION	NO. OF SHEETS/ ITEM	HRS PER SHEET/ ITEM	HOURS
1	Key Sheet	1	10	10
2	General Note	1	6	6
3	Typical Section	4	2	8
4	Summary of Quantities	4	3	12
5	Plan Views	21	2	42
6	MOT	1	4	4
7	Erosion Control	1	2	2
8	Signing & Pav't Marking	21	2	42
	Tabulation of Quantities	3	5	15
9	Traffic Signals	3	2	6
	Tabulation of Quantities	1	5	5
10	Quantity Book	1	40	40
11	Coordination	1	30	30
	<i>SHEETS</i>	63		
	TOTAL HOURS			222
	RATE		<i>RATE</i>	\$116
	FEE AMOUNT			\$25,752
	Miscellaneous Expenses			\$1,248
	TOTAL AMOUNT			\$27,000

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Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Construction Plans

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Key Sheet	Sheet	1	0	0	
2.0	Summary of Pay Items-including Quantity Input	Sheet	1	0	0	
3.0	Drainage Map	Sheet	1	0	0	
4.0	Typical Section Sheets	Sheet	2	5	10	Palafox and Whitmire
5.0	General Notes/Pay Item notes	Sheet	1	3	3	
6.0	Summary of Quantities	Sheet	1	10	10	
7.0	Summary of Drainage Structures	Sheet	1	8	8	
8.0	Project Layout	Sheet	0	0	0	
9.0	Plan/Profile Sheet	Sheet	9	9	81	@ 40 Scale. 4-Palafox, 1-Cody, 3-Whitmire include utilities labeling & Erosion Control
10.0	Drainage Structure Sheet (per Structure)	EA	17	2	34	12- Palafox, 1- Carpenters Creek Culvert, 1- Cody Culvert, 1 Cody Pond, 2-Whitmire
11.0	Miscellaneous Detail Sheets	Sheet	1	8	8	Drainage details
12.0	Lateral Ditch Plan/Profile	Sheet				
13.0	Miscellaneous Drainage Detail Sheets	Sheet	0	0	0	
14.0	Retention/Detention Ponds Detail Sheet	Sheet	1	8	8	Mazurek Pond
15.0	Retention Pond Cross Sections	EA				
16.0	Roadway Cross Sections	EA	40	0.3	12	1200'/50' = 24 Palafox and 800'/50' = 16 Whitmire
17.0	Roadway Soil Survey Sheet	Sheet		0	0	
18.0	Traffic Control Plan Sheets	Sheet	5	5	25	3- Palafox, 1- Cody Culvert and pond entrance, 1-Whitmire
19.0	Traffic Control Cross Section Sheets	EA		0	0	
20.0	Traffic Control Detail Sheets	Sheet		0	0	
21.0	Utility Adjustment Sheets	Sheet		0	0	included in the plans/ profile sheets
22.0	Signing & Pavement Markings Plan	Sheet	1	8	8	@ 40 Scale. 1-Palafox
23.0	Selective Clearing and Grubbing	Sheet		0	0	
24.0	Erosion Control Plan	Sheet		0	0	included in the plans/ profile sheets
25.0	SWPPP	Sheet	2	5	10	SWPPP notes
26.0	Utility Verification Sheet (SUE data)	Sheet		0	0	
Construction Plans Nontechnical Subtotal					217	
27.0	Quality Assurance/Quality Control	LS	217	7%	15	
28.0	Supervision	LS	217	2%	4	
Totals					237	

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Bidding

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Coordinate with County on Contract Document	LS	1	8	8		
2.0	Pre-Bid Meeting/Bid Review	LS	2	4	8		
3.0	Reply to Pre-Bid RFI's/Plans Revisions	LS	1	12	12		
Totals					28		

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: C - Environmental

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1	Preliminary Project Research	LS		18	0		
8.2	Complete Permit Involvement Form	LS	1	0	8		
8.3	Establish Wetland Jurisdictional Lines	LS	1	16	16		Review culvert areas for wetland determination / verification
8.4	Agency Verification of Wetland Data	LS		24	0		
8.5	Complete And Submit All Required Permit Applications	LS	1	40	40		Modify Existing Permit (Plantation Subvision)
8.6	Prepare Dredge and Fill Sketches	LS		24	0		
8.7	Prepare USCG Permit Sketches	LS		16	0		
8.8	Prepare Easement Sketches	LS		16	0		
8.9	Prepare R/W Occupancy Sketches	LS		24	0		
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS		40	0		
8.11	Prepare Tree Permit Information	LS		24	0		
8.12	Mitigation Coordination and Meetings	LS		40	0		
8.13	Mitigation Design	LS		60	0		
8.14	Environmental Clearances	LS		0	0		
8.15	Other Environmental	LS		0	0		
Environmental Permits Technical Subtotal					64		
8.16	Technical Meetings	LS	1	8	8		Meet with Agency to confirm that no permit is required.
8.17	Quality Assurance/Quality Control	LS		7%	4		
8.18	Supervision	LS		2%	1		
Environmental Permits Nontechnical SubTotal					13		
8.19	Coordination	LS		2%	2		
8. Environmental Permits Total					79		

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Construction Administration

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Contract Maintenance	LS	1	0	0		
2.0	Plans Review	LS	1	8	8		
3.0	RFI/Change Orders/As built reviews	LS	1	40	40		
4.0	SWPPP Inspection	LS	1	24	24		1 visit per week, 2 hours per visit, assume 12 visits
5.0	Coordination	LS	%	5%	4		
	Totals				76		

Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI

Activity: Construction Inspection (Supplemental)

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Asphalt Technician	HR	1	168	168		Assumes 14 days paving @ 10 hours per day
2.0	Asphalt Plant Inspector	HR	1	168	168		Assumes 14 days paving @ 10 hours per day
	Totals				336		

Scope of Services

Olive Road Resurfacing Project

Culvert Replacement at Cody Lane and Carpenter's Creek

Jurisdictional Wetland Delineation/ ERP Permitting

September 15, 2011

This scope addresses environmental permitting and supporting activities for the Escambia County's (EC) proposed Olive Road Resurfacing Project, located in Section 20, Township 1N, Range 31W, Escambia County, Florida. The following activities are described in relation to roadway design features under consideration by the ATKINS Transportation Design Group, herein referred to in this document as the ATKINS project manager. The proposed project area will encompass improvements along Olive Road to two (2) culvert crossings, one culvert crossing at Carpenter's Creek and another conveyance ditch crossing just west of Cody Lane. ATKINS Environmental will complete Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (WRP) and U.S. Army Corps of Engineers (USACE) permitting activities for the Olive Road Resurfacing Project, to include the following subtask items:

- Conduct onsite wetland jurisdictional determination for proposed culvert crossing project area just west of Cody Lane within the sixty (60) foot right-of-way. In addition, ATKINS will prepare a wetland functional assessment (UMAM) for wetlands in the entire project area (including Carpenter's Creek culvert crossing).
- Attend a pre-application meeting with EC, ATKINS project manager, NFWFMD/FDEP and/or USACE, if appropriate;
- Conduct coordination with the ATKINS project engineer;
- Prepare and submit **Joint Application for Environmental Resource Permit** for both culvert crossing improvements;
- Conduct agency site visits; Conduct limited agency coordination.
- Prepare one (1) response each to Requests for Additional Information (RAIs) from USACE and NFWFMD/FDEP;

Task 1: Jurisdictional Wetland Delineation/ Wetland Functional Assessment (UMAM)

ATKINS Northwest Florida Sciences Group will conduct a wetland jurisdictional determination to delineate the limits of wetlands within the proposed project limits, based on right-of-way data/project limit information provided by the ATKINS project manager identifying the specific project area. The

wetland jurisdictional determination for Carpenter's Creek culvert crossing has been completed (by others) and is not included in this scope.

ATKINS Northwest Florida Sciences Group shall set flags at the location of the jurisdictional wetland boundary as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). All flags will be labeled and their position recorded with a Trimble Pro XR Global Positioning System (GPS), a sub-meter accuracy instrument. The ATKINS project manager is responsible for surveying the locations of any flagged wetland delineation markers. ATKINS Northwest Florida Sciences Group will not be responsible for creating a specific purpose survey.

ATKINS Environmental will prepare a wetland functional assessment, if required, of the project site using UMAM for NFWMD/FDEP and the USACE. This will include a secondary/indirect impact analysis if required by the agencies.

Task 2: Environmental Resource Permit and USACE Permitting

ATKINS Environmental will prepare and submit the **Joint Application for Environmental Resource Permit/Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit in Northwest Florida** and supporting documentation to the agencies on behalf of EC. The permit application will include permit drawings, as required by the agencies. Permit drawings will be provided by the ATKINS project manager. All planning, survey, and design files provided by the ATKINS project manager to ATKINS Environmental will be submitted in State Plane Florida North Zone, NAD83 (Feet). EC will be responsible for all permitting fees.

ATKINS Environmental will attend one (1) pre-application meeting with EC, ATKINS project manager, FDEP and/or the USACE to outline the proposed project and solicit agency feedback on issues or concerns that will need to be addressed in the permit application and during the review process.

ATKINS Environmental will conduct coordination with the ATKINS project manager throughout the permitting process to address engineering and design related aspects of wetland impact avoidance and minimization, stormwater sighting and design (if necessary), water quality, permit applications and drawings, agency field visits, RAI responses, agency coordination and negotiation, etc.

ATKINS Environmental will coordinate up to one (1) response each to RAIs or position letters from NFWMD/FDEP and USACE in letter format. ATKINS will address RAI questions related to natural resource concerns and environmental sciences, and will coordinate with the ATKINS project manager who will be responsible for addressing any questions related to project engineering, design, stormwater, utilities, etc. (including engineering calculations and drawings). ATKINS will combine and integrate responses from all parties for final submission to the agencies, as approved by EC. If additional responses to agency requests or questions are needed, additional services may be required. Also, if the agencies request or require information or analyses not covered elsewhere in this proposed scope, additional services may be required.

ATKINS Environmental will coordinate with the regulatory agencies during the permit review process. Coordination will include up to one (1) meeting each with NFWFMD/FDEP and USACE to assist with permit review and negotiation (up to 2 meetings total). Coordination will also include typical phone and email correspondence with the agencies.

This scope does not include state and federal listed species surveys, listed species consultations, permitting, monitoring, management plans, or mitigation plans for listed species. Also, this scope does not include an environmental assessment, which is typically completed for the USACE based on project submittals (for NEPA compliance). Finally, this scope does not include mitigation design, implementation, or monitoring, which may or may not be required by the agencies. These items can be added as additional services if required.

Allowance

This proposed scope and budget addresses ERP permitting for two (2) culvert crossing projects along Olive Road at Cody Lane/Carpenter's Creek **if they qualify for an FDEP exemption/USACE Nationwide permit only**. If a FDEP Standard General Permit/USACE Individual Permit is required, the extra ATKINS environmental services will be treated as an allowance with the fee included as a limiting amount of up to establishing wetland lines for the Carpenter's Creek culvert crossing area and additional permitting package required for Environmental Resource Permits for the above-mentioned culvert replacement activities. Only the amount of the services listed below utilized up to the limiting amount will be billed to the County.

1. Establish additional wetland jurisdictional lines for the Carpenter's Creek culvert crossing area.
2. Obtain an Environmental Resource Permit (ERP), either FDEP Standard General or Individual and/or USACE 404 Individual Permit for one or both culvert crossings.

Allowance Total

\$8,500

Deliverables under this task are:

- 1) ATKINS Environmental shall set flags at the location of the jurisdictional wetland boundary as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology)
- 2) Attend a Pre-Application Meeting
- 3) Complete a ERP Joint Application for Works in Waters of the State **for FDEP exemption/USACE Nationwide permit only**; and
- 4) Prepare RAI responses (up to 1 per agency, 2 total);

Estimated Fee Summary

1.0	Jurisdictional Wetland Delineation/ UMAM Assessment	\$ 1,300
2.0	FDEP and USACE Permitting	\$ 4,900
	Subtotal	\$ 6,200
	Expenses	\$ 400
	Total	\$ 6,600

- 1 Permit Application fees and printing of permit and/or construction plan sets have not been included and shall be billed separately.
- 2 Tasks have been estimated and any overage/underage shall be applied to the remaining tasks.

PITTMAN, GLAZE AND ASSOCIATES. INC.



Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

May 31, 2011

Kevin Morgan
Atkins Global
Kevin.Morgan@Atkinsglobal.Com

Ref: Olive Road/Old Palafox - Area 1

Dear Mr. Morgan:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topographic survey

<u>Crew Time</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal control (determine R/W)	6.0 hrs.	
2. GPS (NAD 83/90)	3.0 hrs.	
3. Vertical control (NAVD 88)	3.0 hrs.	
4. Locate utilities	3.0 hrs.	
5. Topo shots (50' grid)	<u>9.0 hrs.</u>	
Total Crew Time	24.0 hrs.	\$3,120.00

<u>Office Time</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/research/calculations	7.0 hrs.	\$385.00
2. Professional Land Surveyor/supervision	3.0 hrs.	<u>\$270.00</u>

Grand Total **\$3,775.00**

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____
Signature and Date

***Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives**

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

PITTMAN, GLAZE AND ASSOCIATES. INC.



Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

May 31, 2011

Kevin Morgan
Atkins Global
Kevin.Morgan@Atkinsglobal.Com

Ref: Olive Road/Cody Lane – Area 2

Dear Mr. Morgan:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topographic survey

<u>Crew Time</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal control (boundary)	4.0 hrs.	
2. GPS (NAD 83)	3.0 hrs.	
3. Vertical control (NAVD 88)	3.0 hrs.	
4. Locate utilities	3.0 hrs.	
5. Topo shots (50' grid)	<u>15.0 hrs.</u>	
Total Crew Time	28.0 hrs.	\$3,640.00

Office Time

1. Drafting/research/calculations	11.0 hrs.	\$605.00
2. Professional Land Surveyor/supervision	4.0 hrs.	<u>\$360.00</u>

Grand Total **\$4,605.00**

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____
Signature and Date

***Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives**

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

PITTMAN, GLAZE AND ASSOCIATES. INC.



Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

May 31, 2011

Kevin Morgan
Atkins Global
Kevin.Morgan@Atkinsglobal.Com

Ref: Olive Road/Whitmire – Area 3

Dear Mr. Morgan:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topographic survey

Crew Time

	<u>Hours</u>	<u>Cost</u>
1. GPS (NAD 83)	3.0 hrs.	
2. Vertical control (NAVD 88)	2.0 hrs.	
3. Locate utilities	1.0 hrs.	
4. Topo shots (50' grid)	<u>4.0 hrs.</u>	
Total Crew Time	10.0 hrs.	\$1,300.00

Office Time

1. Drafting/research/calculations	4.0 hrs.	\$220.00
2. Professional Land Surveyor/supervision	1.0 hrs.	<u>\$90.00</u>

Grand Total

\$1,610.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____
Signature and Date

***Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives**

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

Morgan, Kevin M

To: David Glaze
Subject: RE: Olive Road

Kevin,

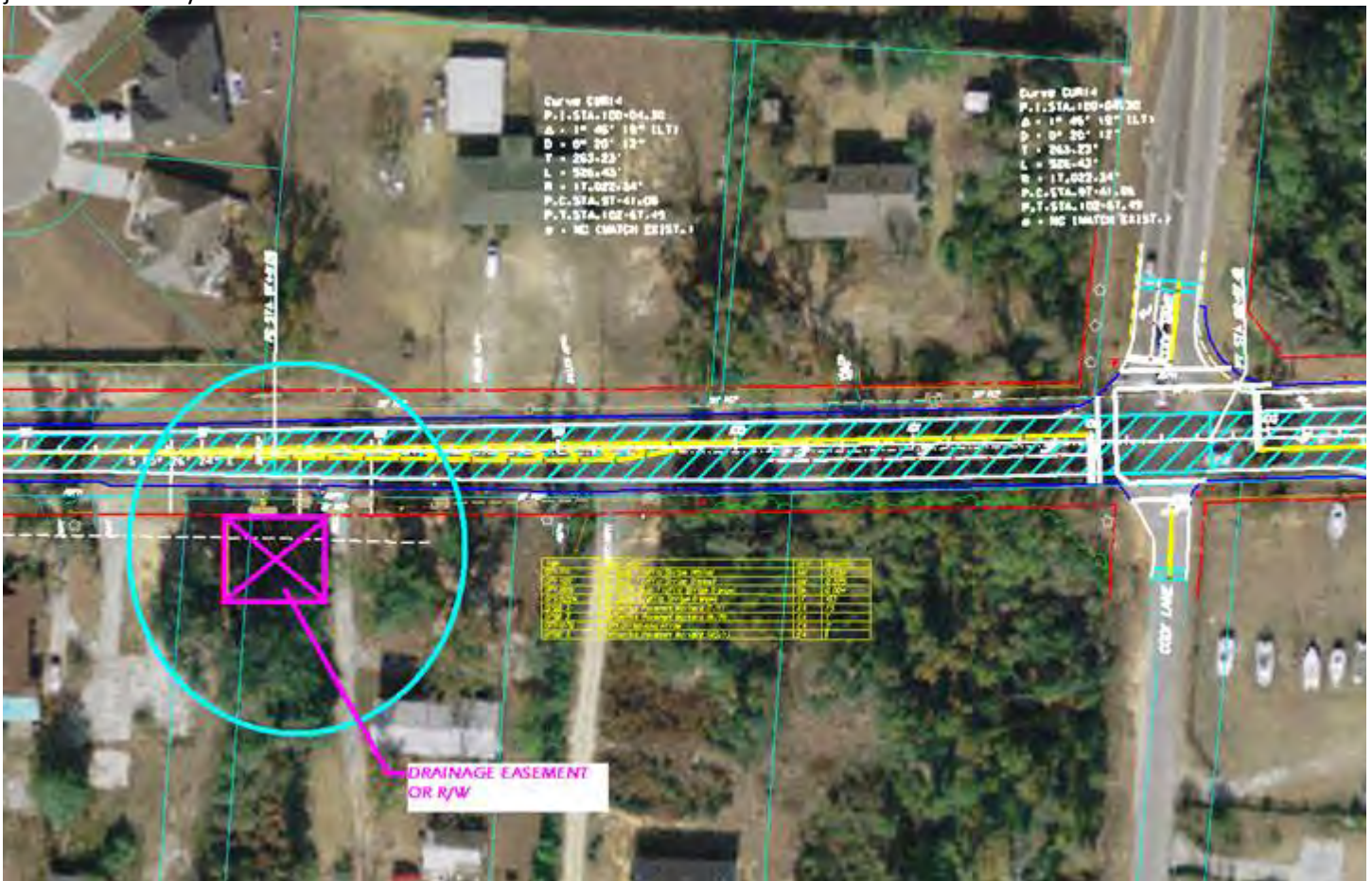
\$1,500 will cover survey cost, legal description and office work.

David

From: Morgan, Kevin M [mailto:Kevin.Morgan@atkinsglobal.com]
Sent: Tuesday, September 27, 2011 4:37 PM
To: David Glaze
Subject: Olive Road

David,

The County has asked us to include a fee for adding a drainage easement or right of way to the discharge of the culvert just west of Cody lane.



Kevin M. Morgan, P.E.
Senior Engineer - Transportation Design

ATKINS

2114 Airport Boulevard, Suite 1450, Pensacola, Florida, 32504 | Tel: +1 (850) 478 9844 Ext. 4561236 | Fax: +1 (850) 478 0620 | Cell: +1 (850) 596 1502
|
Email: kevin.morgan@atkinglobal.com | Web: www.atkinglobal.com/northamerica www.atkinglobal.com

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July 15, 2011
Revised July 18, 2011

Mr. Kevin Morgan, PE
Atkins
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

SUBJECT: Olive Road Drainage Improvements
Escambia County, Florida

Dear Mr. Morgan:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed improvements. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule and cost for our services, and the General Conditions proposed.

PROJECT INFORMATION

Based on the information provided, we understand that the project will include the replacement of two pipe culverts and approximately 310 feet of drainage pipe. In addition, an existing stormwater retention pond may need to be modified/re-permitted.

The two culverts are located approximately 550 feet and 1000 feet west of Cody Lane. We expect the pipes to bear approximately 5 feet below the roadway. The westernmost culvert is adjacent to wetlands.

The drainage pipe to be replaced is located approximately 1000 feet west of Davis Highway. The invert of the pipe will reportedly be approximately 5 feet to 10 feet below existing grade.

The stormwater retention pond is located on the west side of Cody Lane several hundred feet north of the Olive Road. The pond, which measures roughly 30 feet by 450 feet, may be reworked and may need to be re-permitted under current ERP guidelines.

PROPOSED SCOPE OF SERVICE

Based on our understanding of the above project information, we recommend drilling four 15 foot deep Standard Penetration Test borings at the two culvert locations (2 at each location) and two 15 foot deep Standard Penetration Test borings along the proposed drainage pipe to be replaced. A tripod drilling assembly will be used to drill the culvert borings adjacent to the wetlands.

We recommend drilling three 35 foot deep Standard Penetration Test borings to evaluate the subsurface conditions present in the pond area. The depth of the borings is based on knowledge that the near surface soils in the subject area are relatively low permeability materials, and that a sand chimney would be required for on-site disposal of stormwater if sufficiently permeable sands are identified beneath the surficial silty and clayey sands.

Prior to performing the field work, PSI will contact Sunshine One Call to have underground utilities field located at/near the boring locations..

With the exception of the culvert borings to be drilled with the tripod drilling assembly, we have assumed that the pipe and pond boring locations are or will be readily accessible with our truck mounted drill rig. If this is not the case after the borings have been field located, we will notify you to discuss alternatives to access the boring locations.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, permeability, etc.). Our cost estimate includes an allowance for several natural water content, grain size, organic content, corrosivity, and falling head permeability tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other Geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
- The soil and groundwater conditions encountered in the test borings.
- A summary of the laboratory soil test results.
- Pipe bedding and backfilling recommendations.
- Stormwater retention pond recommendations including an assessment of the general hydraulic conductivity of the soils encountered, the suitability of the subsurface conditions for on-site disposal of stormwater runoff, and potential stormwater disposal alternatives, if applicable (eg. sand beds and underdrains, sand chimneys, etc.). Geotechnical design parameters for pond recovery analysis in accordance with current ERP requirements will be provided (i.e. vertical and horizontal permeability, porosity, aquifer thickness, and seasonal high water table).

SCHEDULE & COST ESTIMATE

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed. The field work is estimated to require 1 working day, the lab testing 5 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 15 working days of receiving the written notice to proceed.

The cost for the above Scope of Services will be as follows:

Culvert and Pipe Exploration.....	\$6,875
Pond Exploration	\$5,995

AUTHORIZATION

To authorize PSI to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

PSI appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.



GABRIEL R. CAMPOSAGRADO, PE
Project Engineer



MITCHELL L. SMITH, PE
District Manager/Principal Consultant

Attachment: General Conditions

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Fax Number	Fax Number

Morgan, Kevin M

To: Jim Allen
Subject: RE: Olive Road

From: Jim Allen [mailto:Jim.Allen@cardno.com]
Sent: Tuesday, July 05, 2011 2:51 PM
To: Morgan, Kevin M
Cc: Steven Abbott; Kim Warner; Daryl Thie
Subject: RE: Olive Road

Kevin, I would recommend that you include 6 test holes at each cross drain on Olive Road X 2 cross drains = 12 test holes; plus 4 test holes at Olive Road and Old Palafox by the IBEW office for a total of 16 test holes. Some of these will be in pavement and require MOT so we can complete these at \$500 each; or \$8K for all 16 test holes. Hopefully the underground utilities pass above the cross drains on Olive Road. If they pass under the cross drain, or are directional bored, we cannot verify the location due to the water. Thanks Kevin, Jim Allen

James R. Allen, PE

Assistant Vice President
725 SE Baya Drive, Ste. 106
Phone: 386.755.2626
Fax: 386.755.2507
Mobile: 386.867.5063
Email: Jim.Allen@CardnoTBE.com
Web: www.CardnoTBE.com
Web: www.SubsurfaceUtilityEngineering.com

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1587

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Installation, Refurbish and Removal of Pavement Markings and Associated Items

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Installation, Refurbish and Removal of Pavement Markings and Associated Items - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Price Contract, PD 10-11.067, Installation, Refurbish and Removal of Pavement Markings and Associated Items, for a period of up to 36 months, effective October 1, 2011, to Coastline Striping, Inc., for an annual amount of up to \$1,000,000.

[Funding: Fund 175, Transportation, Cost Center 211201, Object Code 54601, \$400,000, and Fund 352, LOST III, Cost Center 210107, Object Code 56301, \$600,000]

BACKGROUND:

This project is a continuing contract providing for the replacement of pavement markers that are no longer serviceable.

BUDGETARY IMPACT:

[Funding: Fund 175 Transportation, Cost Center 211201, Object Code 54601, \$400,000, and Fund 352 LOST III, Cost Center 210107, Object Code 56301, \$600,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

Per attached Agreement For Services PD 10-11.067

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 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, Traffic Operations Division that they may issue a Notice to Proceed to Coastline Striping, Inc.

Attachments

Bid Tabulation
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Installation, Refurbish and Removal of Pavement Markings and Associated Items ITB#: PD 10-11.067													
BID Opening Time: 3:00P.M. BID Opening Date: 08/18/2011 Opening Location: Purchasing		Solicitation Offer & Award Cover Sheet/Acknowl.		Bid Form		Drug-Free Workplace Form		Information Sheet for Transactions & Conveyances Corporation ID		Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes		Bid Bond/ Bid Surety		GRAND TOTAL	
Coastline Striping, Inc.		X	X	X	X	X	X	X	X	X	X	X	X	X	\$27,960.26
Gulf Coast Traffic Engineers, Inc.		X	X	X	X	X	X	X	X	X	X	X	X	X	\$28,214.40
BIDS OPENED BY:		Bob Dennis, Purchasing Specialist, MABA, CPPB		DATE: August 18, 2011											
BIDS TABULATED BY:		Lori Kistler, Senior Office Assistant		DATE: August 18, 2011											
BIDS WITNESSED BY:		Lori Kistler, Senior Office Assistant		DATE: August 18, 2011											

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery, Unit Price Contract for the above referenced project in an annual amount of \$1,000,000 to Coastline Striping, Inc. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

CAR DATE 9/15/2011 BOCC DATE 9/15/2011
 DATE: August 18, 2011



AGREEMENT FOR SERVICES PD 10-11.067

This Agreement is made this ____ day of October, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Coastline Striping, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 34-2012062, and whose principal address is 8840 Fowler Avenue, Pensacola, Florida 32534.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for installation, refurbishment, and removal of pavement markings and associated items (PD 10-11.067); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.
3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 10-11.067, attached hereto as Composite Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 15, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it

needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Annual Price Adjustments. Either party may request an adjustment in the Contractor's existing rate schedule on an annual basis. Both the Contractor and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Contractor's revised rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law, and the Contractor shall no longer be eligible to offer its services to the County pursuant to this Agreement. Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

7. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be

the County's exclusive remedy.

10. **Insurance.** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Coastline Striping, Inc.
Attention: Marilyn Zylstra
8840 Fowler Avenue
Pensacola, Florida 32534

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices

shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of October, 2011, and Coastline Striping Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

Date: _____

BCC Approved: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR:
COASTLINE STRIPING, INC.

By: _____
Marilyn J. Zylstra, President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

This document approved as to form
and legal sufficiency.

By: *Dustin A. Neal*

Title: *HCA*

Date: *10/5/11*

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the work required by the Contract Documents.

This contract will be awarded for a three (3) year period. This contract involves the layout, installation, refurbishing and removal of paint, thermoplastic, textured pavement, raised pavement markings, galvanized post type and flexible channel post delineators for capital improvement and maintenance projects throughout Escambia County. Work will consist of the installation of paint, thermoplastic, textured pavement, raised pavement marker (rpm's), wheel stops, galvanized post type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the contractor in accordance with federal, state and local requirements including FDOT, DEP and EPA. Installation of new and refurbished paint or thermoplastic must complete a retroreflectivity reading (Exhibit "C") and comply with FDOT. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All Work Orders will require a signed agreement (Exhibit "A"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation, all Work Orders will define the scope of services required at the time of issuance.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM SUBMIT OFFERS TO:

ESCAMBIA COUNTY FLORIDA

Bob Dennis, MABA, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid
Installation, Refurbish and Removal of Pavement Markings
and Associated Items

PD 10-11.067

SOLICITATION

MAILING DATE: Monday, July 18, 2011

OFFERS WILL BE RECEIVED UNTIL 3:00 p.m., CDT, Thursday, August 18, 2011 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

34-2012062

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Coastline Striping, Inc.

REASON FOR NO OFFER:

ADDRESS: 8840 Fowler Avenue

CITY, ST. & ZIP: Pensacola, FL 32534

PHONE NO.: (850) 477-4484

BID BOND ATTACHED \$ 500.00

TOLL FREE NO.: ()

FAX NO.: (850) 477-4481

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to confidentiality requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all right title and interest in and to all excess of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

Marilyn J. Zylstra/President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE OR PRINTED)

Marilyn J. Zylstra
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print):

Name and Title of Signer (Type or Print):

Name of Contractor:

By:

By:

Signature of Person Authorized to Sign

Date

ATTEST

Witness

Date

ATTEST:

Corporate Secretary

Date

ATTEST

Witness

Date

(CORPORATE SEAL)

ATTEST

Witness

Date

Awarded Date:

ATTEST

Witness

Date

Effective Date:

BID FORM
Specification Number PD 10-11.067
Installation, Refurbish and Removal of Pavement Markings and Associated Item

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date August 15, 2011

In accordance with your "Invitation for Bids and Instructions to Bidder for "PD10-11.067 "Installation, Refurbish and Removal of Pavement Markings and Associated Items" as described and listed in this Invitation for bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE)

ITEM #	Description of Work Order Item	Unit	10 days	15-30 days	60-120 days
PO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>590.00</u>	<u>570.00</u>	<u>550.00</u>
PO 101	Skip Stripe, 4", 10'-30' Skip	LF	<u>0.41</u>	<u>0.40</u>	<u>0.39</u>
PO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>0.41</u>	<u>0.40</u>	<u>0.39</u>
PO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>0.41</u>	<u>0.40</u>	<u>0.39</u>
PO104	Solid Stripe, 4"	LF	<u>0.41</u>	<u>0.40</u>	<u>0.39</u>
PO105	Solid Stripe, 4"	GM	<u>675.00</u>	<u>650.00</u>	<u>625.00</u>
PO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>800.00</u>	<u>775.00</u>	<u>725.00</u>
PO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>0.53</u>	<u>0.52</u>	<u>0.50</u>
PO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>0.53</u>	<u>0.52</u>	<u>0.50</u>
PO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>0.53</u>	<u>0.52</u>	<u>0.50</u>
PO110	Solid Stripe, 6"	GM	<u>900.00</u>	<u>850.00</u>	<u>800.00</u>
PO111	Solid Stripe, 6"	LF	<u>0.53</u>	<u>0.52</u>	<u>0.50</u>
PO112	Solid Stripe, 12"	LF	<u>2.10</u>	<u>2.05</u>	<u>2.00</u>
PO113	Solid Stripe, 18"	LF	<u>3.15</u>	<u>3.05</u>	<u>3.00</u>
PO114	Solid Stripe, 24"	LF	<u>4.20</u>	<u>4.10</u>	<u>4.00</u>
PO115	Directional Arrow, Single-headed, 12SF	EA	<u>25.00</u>	<u>24.00</u>	<u>22.00</u>
PO116	Directional Arrow, Single-headed, 16SF	EA	<u>27.00</u>	<u>26.00</u>	<u>25.00</u>
PO117	Directional Arrow, Double-headed, 27SF	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
PO118	"Bump" Pavement Message	EA	<u>37.00</u>	<u>36.00</u>	<u>35.00</u>

PART I: APPLICATION OF PAINT MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
PO119	Removal "Bump Pavement Message	EA	<u>30.00</u>	<u>30.00</u>	<u>30.00</u>
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>37.00</u>	<u>36.00</u>	<u>35.00</u>
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>52.00</u>	<u>51.00</u>	<u>50.00</u>
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>52.00</u>	<u>51.00</u>	<u>50.00</u>
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>220.00</u>	<u>210.00</u>	<u>200.00</u>
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>220.00</u>	<u>210.00</u>	<u>200.00</u>
PO125	"Lane" Pavement Message	EA	<u>36.00</u>	<u>34.00</u>	<u>30.00</u>
PO126	"Left" Pavement Message	EA	<u>36.00</u>	<u>34.00</u>	<u>30.00</u>
PO127	"Merge" Pavement Message	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
PO128	"Only" Pavement Message	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
PO129	"Ped Xing" Pavement Message	EA	<u>75.00</u>	<u>50.00</u>	<u>50.00</u>
PO130	"Right" Pavement Message	EA	<u>57.00</u>	<u>56.00</u>	<u>55.00</u>
PO131	"RXR" Pavement Message	EA	<u>95.00</u>	<u>93.00</u>	<u>90.00</u>
PO132	"School" Pavement Message	EA	<u>105.00</u>	<u>103.00</u>	<u>100.00</u>
PO133	"Stop" Pavement Message	EA	<u>53.00</u>	<u>51.00</u>	<u>50.00</u>
PO134	"Yield" Pavement Message	EA	<u>56.00</u>	<u>54.00</u>	<u>52.00</u>
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	<u>26.00</u>	<u>24.00</u>	<u>22.00</u>
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	<u>28.00</u>	<u>26.00</u>	<u>24.00</u>
PO137	"Turn" Pavement Message	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
PO138	Diamond Pavement Message	EA	<u>15.00</u>	<u>14.00</u>	<u>13.00</u>
PO139	Bike Symbol Pavement Message	EA	<u>26.00</u>	<u>25.00</u>	<u>24.00</u>
PO140	Bike Symbol "Arrow"	EA	<u>26.00</u>	<u>25.00</u>	<u>24.00</u>
PO141	Bike Symbol & Arrow	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
PO142	5' Handicapped Symbol Pavement Message	EA	<u>37.00</u>	<u>36.00</u>	<u>35.00</u>

PART I: APPLICATION OF PAINT MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
PO143	3" Handicapped Symbol Pavement Message	EA	<u>19.00</u>	<u>18.00</u>	<u>17.00</u>
PO144	Removal of Paint Markings	LF	<u>1.90</u>	<u>1.85</u>	<u>1.80</u>
PO145	Removal of Paint Markings	SF	<u>3.65</u>	<u>3.60</u>	<u>3.50</u>
PO146	Solid Stripe, 4" (BLUE)	LF	<u>1.05</u>	<u>1.03</u>	<u>1.00</u>
PO147	Solid Stripe, 6" (BLUE)	LF	<u>1.60</u>	<u>1.55</u>	<u>1.50</u>
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>185.00</u>	<u>180.00</u>	<u>175.00</u>
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>185.00</u>	<u>180.00</u>	<u>175.00</u>
PO150	Temporary Removal Tape 6" White	EA	<u>4.80</u>	<u>4.60</u>	<u>4.00</u>
PO151	Temporary Removal Tape 6" Blue	EA	<u>4.80</u>	<u>4.60</u>	<u>4.00</u>
PO152	Temporary Removable Tape Handicap Emblem	EA	<u>52.00</u>	<u>51.00</u>	<u>50.00</u>
	Sub-total		<u>5,018.01</u>	<u>4,808.11</u>	<u>4,591.36</u>

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
TO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>775.00</u>	<u>760.00</u>	<u>750.00</u>
TO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO104	Solid Stripe, 4"	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO105	Solid Stripe, 4"	GM	<u>2900.00</u>	<u>2800.00</u>	<u>2700.00</u>
TO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>1800.00</u>	<u>1750.00</u>	<u>1700.00</u>
TO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO110	Solid Stripe, 6"	GM	<u>3900.00</u>	<u>3850.00</u>	<u>3800.00</u>

PART II: APPLICATION OF THERMOPLASTIC (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
TO111	Solid Stripe, 6" Audible and Vibratory	GM	<u>5600.00</u>	<u>5500.00</u>	<u>5400.00</u>
TO112	Solid Stripe, 6"	LF	<u>1.05</u>	<u>1.02</u>	<u>1.00</u>
TO113	Solid Stripe, 6" Audible and Vibratory	LF	<u>2.00</u>	<u>1.90</u>	<u>1.80</u>
TO114	Solid Stripe, 12"	LF	<u>4.00</u>	<u>3.90</u>	<u>3.80</u>
TO115	Solid Stripe, 18"	LF	<u>5.50</u>	<u>5.40</u>	<u>5.30</u>
TO116	Solid Stripe, 24"	LF	<u>6.00</u>	<u>5.90</u>	<u>5.80</u>
TO117	Directional Arrow, Single-headed, 12SF	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
TO118	Directional Arrow, Single-headed, 16SF	EA	<u>65.00</u>	<u>60.00</u>	<u>60.00</u>
TO119	Directional Arrow, Double-headed, 27SF	EA	<u>80.00</u>	<u>80.00</u>	<u>80.00</u>
TO120	"Bump" Thermoplastic Message	EA	<u>105.00</u>	<u>103.00</u>	<u>100.00</u>
TO121	Removal "Bump Thermoplastic Message	EA	<u>52.00</u>	<u>51.00</u>	<u>50.00</u>
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>126.00</u>	<u>123.00</u>	<u>120.00</u>
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>200.00</u>	<u>195.00</u>	<u>190.00</u>
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>235.00</u>	<u>230.00</u>	<u>225.00</u>
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>875.00</u>	<u>850.00</u>	<u>825.00</u>
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>600.00</u>	<u>575.00</u>	<u>550.00</u>
TO127	"Lane" Thermoplastic Message	EA	<u>85.00</u>	<u>83.00</u>	<u>80.00</u>
TO128	"Left" Thermoplastic Message	EA	<u>85.00</u>	<u>83.00</u>	<u>80.00</u>
TO129	"Merge" Thermoplastic Message	EA	<u>110.00</u>	<u>105.00</u>	<u>100.00</u>
TO130	"Only" Thermoplastic Message	EA	<u>95.00</u>	<u>92.00</u>	<u>90.00</u>
TO131	"Ped Xing" Thermoplastic Message	EA	<u>110.00</u>	<u>105.00</u>	<u>100.00</u>
TO132	"Right" Thermoplastic Message	EA	<u>100.00</u>	<u>95.00</u>	<u>95.00</u>
TO133	"RXR" Thermoplastic Message	EA	<u>190.00</u>	<u>185.00</u>	<u>180.00</u>
TO134	"School" Thermoplastic Message	EA	<u>148.00</u>	<u>145.00</u>	<u>140.00</u>

PART II: APPLICATION OF THERMOPLASTIC (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
TO135	"Stop" Thermoplastic Message	EA	<u>95.00</u>	<u>92.00</u>	<u>90.00</u>
TO136	"Yield" Thermoplastic Message	EA	<u>105.00</u>	<u>103.00</u>	<u>100.00</u>
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	<u>105.00</u>	<u>103.00</u>	<u>100.00</u>
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	<u>125.00</u>	<u>122.00</u>	<u>120.00</u>
TO139	"Turn" Thermoplastic Message	EA	<u>95.00</u>	<u>92.00</u>	<u>90.00</u>
TO140	Diamond Thermoplastic Message	EA	<u>26.00</u>	<u>25.00</u>	<u>25.00</u>
TO141	Bike Symbol Thermoplastic Message	EA	<u>180.00</u>	<u>160.00</u>	<u>120.00</u>
TO142	Bike Symbol "Arrow"	EA	<u>37.00</u>	<u>36.00</u>	<u>35.00</u>
TO143	Bike Symbol & Arrow	EA	<u>225.00</u>	<u>220.00</u>	<u>200.00</u>
TO144	5' Handicapped Symbol Thermoplastic Message	EA	<u>74.00</u>	<u>72.00</u>	<u>70.00</u>
TO145	3' Handicapped Symbol Thermoplastic Message	EA	<u>63.00</u>	<u>61.00</u>	<u>60.00</u>
TO146	Removal of Thermoplastic Markings	LF	<u>1.90</u>	<u>1.85</u>	<u>1.80</u>
TO147	Removal of Thermoplastic Markings	SF	<u>3.70</u>	<u>3.60</u>	<u>3.50</u>
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	<u>170.00</u>	<u>165.00</u>	<u>160.00</u>
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>450.00</u>	<u>425.00</u>	<u>400.00</u>
TO150	Solid Stripe, 4" (BLUE)	LF	<u>6.20</u>	<u>6.15</u>	<u>6.00</u>
TO151	Solid Stripe, 6" (BLUE)		<u>6.80</u>	<u>6.70</u>	<u>6.60</u>
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>140.00</u>	<u>130.00</u>	<u>125.00</u>
TO153	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>140.00</u>	<u>130.00</u>	<u>125.00</u>
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	<u>150.00</u>	<u>150.00</u>	<u>125.00</u>

TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	<u>400.00</u>	<u>375.00</u>	<u>350.00</u>
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	<u>19.00</u>	<u>18.50</u>	<u>18.00</u>
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	<u>19.00</u>	<u>18.50</u>	<u>18.00</u>
Sub-total			<u>20,940.50</u>	<u>20,402.56</u>	<u>19,828.60</u>

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
LO100	Skip Stripe, 4", 10'-30' Skip	GM	<u>130.00</u>	<u>126.00</u>	<u>125.00</u>
LO101	Skip Stripe, 4", 10'-30' Skip	LF	<u>0.26</u>	<u>0.25</u>	<u>0.24</u>
LO102	Skip Stripe, 4", 6'-10' Skip	LF	<u>0.16</u>	<u>0.15</u>	<u>0.14</u>
LO103	Skip Stripe, 4", 2'-4' Skip	LF	<u>0.16</u>	<u>0.15</u>	<u>0.14</u>
LO104	Solid Stripe, 4"	LF	<u>0.27</u>	<u>0.26</u>	<u>0.24</u>
LO105	Solid Stripe, 4"	GM	<u>100.00</u>	<u>98.00</u>	<u>95.00</u>
LO106	Skip Stripe, 6", 10'-30' Skip	GM	<u>100.00</u>	<u>98.00</u>	<u>95.00</u>
LO107	Skip Stripe, 6", 10'-30' Skip	LF	<u>0.22</u>	<u>0.21</u>	<u>0.20</u>
LO108	Skip Stripe, 6", 6'-10' Skip	LF	<u>0.16</u>	<u>0.15</u>	<u>0.14</u>
LO109	Skip Stripe, 6", 2'-4' Skip	LF	<u>0.16</u>	<u>0.15</u>	<u>0.14</u>
LO110	Solid Stripe, 6"	GM	<u>150.00</u>	<u>148.00</u>	<u>146.00</u>
LO111	Solid Stripe, 6"	LF	<u>0.27</u>	<u>0.26</u>	<u>0.25</u>
LO112	Solid Stripe, 12"	LF	<u>0.42</u>	<u>0.41</u>	<u>0.40</u>
LO113	Solid Stripe, 18"	LF	<u>0.53</u>	<u>0.52</u>	<u>0.51</u>
LO114	Solid Stripe, 24"	LF	<u>0.65</u>	<u>0.62</u>	<u>0.60</u>
LO115	Directional Arrow, Single-headed, 12SF	EA	<u>5.25</u>	<u>5.15</u>	<u>5.00</u>
LO116	Directional Arrow, Single-headed, 16SF	EA	<u>5.00</u>	<u>4.00</u>	<u>3.00</u>
LO117	Directional Arrow, Double-headed, 27SF	EA	<u>8.00</u>	<u>7.00</u>	<u>6.00</u>
LO118	"Bump" Thermoplastic Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	<u>21.00</u>	<u>20.00</u>	<u>20.00</u>
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	<u>21.00</u>	<u>20.00</u>	<u>20.00</u>
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	<u>29.00</u>	<u>28.00</u>	<u>28.00</u>

LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	<u>47.00</u>	<u>46.00</u>	<u>45.00</u>
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	<u>50.00</u>	<u>48.00</u>	<u>46.00</u>
LO124	"Lane" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
LO125	"Left" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO126	"Merge" Pavement Message	EA	<u>13.00</u>	<u>12.00</u>	<u>12.00</u>
LO127	"Only" Pavement Message	EA	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
LO128	"Ped Xing" Pavement Message	EA	<u>21.00</u>	<u>20.00</u>	<u>20.00</u>
LO129	"Right" Pavement Message	EA	<u>13.00</u>	<u>12.00</u>	<u>12.00</u>
LO130	"RXR" Pavement Message	EA	<u>31.00</u>	<u>30.00</u>	<u>30.00</u>
LO131	"School" Pavement Message	EA	<u>26.00</u>	<u>25.00</u>	<u>25.00</u>
LO132	"Stop" Pavement Message	EA	<u>10.00</u>	<u>9.50</u>	<u>9.00</u>
LO133	"Yield" Pavement Message	EA	<u>10.00</u>	<u>9.50</u>	<u>9.00</u>
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	<u>35.00</u>	<u>34.00</u>	<u>33.00</u>
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	<u>35.00</u>	<u>34.00</u>	<u>33.00</u>
LO136	"Turn" Pavement Message	EA	<u>10.00</u>	<u>9.00</u>	<u>8.00</u>
LO137	Diamond Pavement Message	EA	<u>5.00</u>	<u>4.50</u>	<u>4.00</u>
LO138	Bike Symbol Pavement Message	EA	<u>10.00</u>	<u>9.00</u>	<u>8.00</u>
LO139	Bike Symbol "Arrow"	EA	<u>5.00</u>	<u>4.50</u>	<u>4.00</u>
LO140	Bike Symbol & Arrow	EA	<u>10.00</u>	<u>9.00</u>	<u>8.00</u>
LO141	Handicapped Symbol Pavement Message	EA	<u>4.00</u>	<u>3.00</u>	<u>3.00</u>
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	<u>25.00</u>	<u>24.00</u>	<u>23.00</u>
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	<u>60.00</u>	<u>58.00</u>	<u>56.00</u>
Sub-total			<u>1,032.51</u>	<u>998.28</u>	<u>974.00</u>

*Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.

PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
RO100	Mono-directional Reflective (RPM). (F&I)	EA	<u>6.75</u>	<u>6.00</u>	<u>5.50</u>
RO101	Bi-directional Reflective (RPM). (F&I)	EA	<u>6.75</u>	<u>6.00</u>	<u>5.50</u>
RO102	Removal, Reflective Pavement Markers	EA	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
RO103	Flexible Post Channelizers, 36" (F&I)	EA	<u>42.00</u>	<u>41.00</u>	<u>40.00</u>
RO104	Removal, Flexible Post Channelizers	EA	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	<u>70.00</u>	<u>65.00</u>	<u>60.00</u>
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	<u>75.00</u>	<u>72.00</u>	<u>70.00</u>
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	<u>80.00</u>	<u>75.00</u>	<u>70.00</u>
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	<u>21.00</u>	<u>20.00</u>	<u>19.00</u>
	Sub-total		<u>304.00</u>	<u>287.50</u>	<u>272.50</u>

PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days	60-120 days
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins. (F&I)	EA	<u>65.00</u>	<u>64.00</u>	<u>63.00</u>
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	<u>25.00</u>	<u>25.00</u>	<u>25.00</u>
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	<u>27.00</u>	<u>26.00</u>	<u>25.00</u>
	Sub-total		<u>117.00</u>	<u>115.00</u>	<u>113.00</u>

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 p.m. and 6:00 a.m.

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the contractor, to cover increased nighttime operational costs, in addition to the line item amounts. If the percentage amount is less than the Flat Rate amount, the flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate
adder = \$ 500.00

Percentage
adder = \$ 27,412.02 (X) 2 % = \$ 548.24
Total from Parts I - V
(use subtotals in "10 days" column from parts I - V for this total)

Grand Total
(Parts I - V) = \$ 27,412.02 (+) \$ 548.24 = \$ 27,960.26
Total from Parts I - V
(use subtotals in "10 days" column from parts I - V for this total) Larger adder from above

Definitions:

- EA - Each
- F&I - Furnish & Installation
- GM - Gross Mile (applicable to segments one mile or greater)
- LF - Linear Feet
- MUTCD - Manual of Uniform Traffic Control Devices
- RPM - Reflective Pavement Marker
- SF - Square Foot



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1540

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Coral Creek Subdivision South Area Drainage Improvements, PD 10-11.076

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Coral Creek Subdivision South Area Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.076, Coral Creek Subdivision South Area Drainage Improvements, to Aero Training & Rental, Inc., for a total amount of \$475,473.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0301]

BACKGROUND:

Submittals were received from seven contractors on September 21, 2011, with two deemed either No Bid or Non-Responsive. Aero Training & Rental, Inc. was the lowest Responsive and Responsible bid received.

The Coral Creek Subdivision Drainage Improvements South Area Project is a retrofit drainage project located in District 2 of Escambia County, Florida. The project includes reconstruction of two (2) stormwater ponds and improvements to the piped drainage conveyance systems. The stormwater ponds will be restored to the originally designed shape and depth. The filtration system in the ponds will be replaced. The majority of improvements will be constructed within existing Escambia County rights-of-way and drainage easements. Temporary work agreements may be needed and obtained for reconstruction of driveways.

The primary drainage improvements will include approximately 3500 CY of earthwork, 1800 LF of RCP storm sewer, one (1) mitered end section, one (1) energy dissipator, twenty-five (25) drainage structures, and one (1) overflow weir. Miscellaneous items include concrete driveways, concrete curbs, rip-rap and roadway reconstruction on Coral Creek Drive.

Demolition, dewatering, pavement and driveway restoration, seeding and mulching, sodding, soil erosion and sediment controls, maintenance of traffic and all other incidental work are included in this project.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0301]

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, Florida Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

**DESCRIPTION: Coral Creek Subdivision South Area Drainage Improvements
 BID # PD 10-11-076**

BID TABULATION	Cover Sheet/Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addendums	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	
NAME OF BIDDER									
Brown Construction of NWF, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$619,983.22
Aero Training & Rental, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$475,473.00
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$771,177.00
Crestview Sight & Underground, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$665,877.50
Starfish, Inc. of Alabama	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$507,318.75
Southern Utility Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$588,308.20
BIDS OPENED BY:	Doy Dennis, Purchasing Specialist DATE: 09/21/2011								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 09/21/2011								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 09/21/2011								

CAR DATE 10/20/2011 BOCC DATE 10/20/2011

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Aero Training & Rental, Inc. for a total amount of \$475,473.00 for the above referenced project.

**Note: A "No Bid" was submitted by C.E.M. Enterprises, Inc.
 Note: Bid received from Heaton Brothers Construction Co., Inc. deemed Non-Responsive, no unit price Item 26**

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Posted @ 2:30 p.m. CDT 09/23/2011 BD/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1547

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Surplus and Sale of Real Property

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Sale of County-Owned Landlocked Property - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real landlocked property, which does not have an address, located in a parcel between West Fairfield Drive and Mission Road:

A. Declare surplus the Board's real property, Account Number 06-0010-000, Reference Number 16-2S-30-1001-070-002;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,392, in accordance with Section 46.134 of the Escambia County Code of Ordinances or make a factual determination, in accordance with Section 46-131, Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and

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

BACKGROUND:

Escambia County acquired this property through escheatment in June 1981. The Property Appraiser's 2011 Certified Roll Assessment value is \$3,392. The County does not need this property

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

060010000-backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 162S301001070002 Account: 060010000 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: Use Code: COUNTY OWNED Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$3,392 <hr/> Total: \$3,392 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
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<p>Sales Data</p> <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>06/1981</td> <td>1550</td> <td>451</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/1981	1550	451	\$100	TD	View Instr	<p>2011 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <p>Legal Description</p> <p>BEG AT NW COR OF LT 2 S/D OF LT 1 S ALG W LI 188 35/100 FT E 150 FT FOR POB CONTINUE E 58 8/10 FT...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
06/1981	1550	451	\$100	TD	View Instr								

<p>Parcel Information</p> <p>Restore Map</p> <p>Get Map Image Launch Interactive Map</p> <p>Section Map Id: 16-2S-30-1</p> <p>Approx. Acreage: 0.2000</p> <p>Zoned: ID-1</p>	
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Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
162S301001070002 - Full Legal Description

BEG AT NW COR OF LT 2 S/D OF LT 1 S ALG W LI 188 35/100 FT E 150 FT FOR POB CONTINUE E 58 8/10 FT
SLY 150 FT W 58 8/10 FT N 150 FT TO POB S/D OF LT 1 PLAT DB 76 P 263 OR 1550 P 451



Chris Jones
Escambia County
Property Appraiser

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

Print Tool Copy Map Image

Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 16-2S-30-1001-070-002
Account: 06-0010-000
Section Map: 16-2S-30-1
Situs:
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COM
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 6/1981, \$100
Property Use: COUNTY OWNED
Approx. Acreage: 0.2000
Building Count: 0
Total Heated Area: 0
Zoned: ID-1



Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr Lookup Results
 Ex: 012N334444555666

County
STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

1550 PAGE 451

WHEREAS, Tax Certificate No. 219 was issued on the 1st day of June, 1955, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 22nd day of April, 1974, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111, Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the Northwest corner of Lot 2, Subdivision of Lot 1, South along the West line 188.35 feet, East 150 feet for point of beginning, continue East 58.8 feet, Southerly 150 feet, West 58.8 feet, North 150 feet to point of beginning, Deed Book 384, page 440, Subdivision of Lot 1, Section 16, Township 2 South, Range 30 West, Plat in Deed Book 76, page 263, Escambia County, Florida.

Together with all and singular the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 11th day of June, 1981.

Witnesses:

Blaine Sarinas
Erica J. Thomas

Joe A. Flowers
JOE A. FLOWERS, as Comptroller
Escambia County, Florida

(OFFICIAL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual person by that name who executed the foregoing instrument, and also known to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and seal this 11th day of June, 1981.

This instrument was prepared by Joe A. Flowers, Comptroller Escambia County Courthouse Pensacola, Fla.

Blaine Sarinas
Notary Public
Commission Expires: 4/21/82

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
JUN 15 9 11 AM '81
087187



Checklist for Acquisition of Foreclosed 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: **NO ADDRESS – PROPERTY IS LANDLOCKED ACCT #060010000**

County Administrator (or designee) – Appraisals [Amy Lovoy]

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments [Keith Wilkins/Doyle Butler]

Date of Phase: 9/14/11
Received by: Doyle Butler
Comments: This 58.8' x 150' parcel lying S. of 2931 W Fairfield Dr qualifies for Exemption Status and does not require an Environmental Site Assessment ECSD

Traffic Operations & Planning Division – Access Management [Colby Brown]

Inspected by: _____
Date: N/A
Comments: CSB

Facilities Management Division - Property Inspection [David Wheeler]

Inspected by: _____
Date: September 12, 2011
Comments: No inspection performed since there are no permanent structures or improvements on this site.
David W. Wheeler, CFM, Branch Director

Risk Management Division - Property Inspection [Marcus Faulkner]

Inspected by: _____
Date: _____
Comments: _____

Engineering Division - Review of Survey or Boundary Map [Joy Jones]

Completed by: Joy Jones
Date: 9/6/11
Comments: Sale not acquisition, No survey or boundary reviewed.

Office of Management and Budget - Verification of Funding Source [DT sign for AL]

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment or Report (required for property => than \$20,000 [Steve West])

Reviewed by: _____
Date: _____
Comments: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1578

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: 2011/2012 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2011/2012 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Emergency Shelter Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

- A. Approve an Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,020, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and
- B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the project.

[Funding: Fund 110, Other Grants and Projects/ESG, Cost Center 220561]

BACKGROUND:

On August 4, 2011, the Board approved the Escambia Consortium 2011 Annual Plan (Exhibit I) which incorporated \$91,599 in 2011 HUD Emergency Shelter Grant funding with \$87,020 specifically designated to support operational costs associated with the Loaves and Fishes Soup Kitchen, Inc.'s homeless center located at 257 East Lee Street, and the remaining 5% (or \$4579) provided for County indirect costs. This Agreement provides for the continuation of long standing ESG support for Loaves and Fishes Soup Kitchen and details requirements for implementation of the 2011 ESG in conformity with the governing requirements of the McKinney Homeless Assistance Act. The 2011/2012 Agreement (Exhibit II) in the amount of \$87,020 will encompass a twelve month period from October 1, 2011 through September 30, 2012.

Loaves and Fishes' homeless center at 257 East Lee Street is the major provider of transitional housing for homeless families, as well as a primary soup kitchen serving the homeless within the area. This funding will support a portion of the salary, utility, insurance, transportation, supportive service and related costs associated with the operation of the facility in accordance with 24 CFR Part 576.21(a)(3) of the HUD ESG regulations. ESG funds can only be used to support delivery of services targeting the homeless.

BUDGETARY IMPACT:

The \$87,020 in 2011 ESG funding will be incorporated in the FY 2012 County budget in Fund 110/Other Grants. The Agreement is specifically contingent upon the award of the ESG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal ESG (HUD) Agreements are required to provide funding to sponsoring agencies and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval and countersignature by the Board Chairman, implementation of the Agreement will be coordinated with Loaves and Fishes. Neighborhood Enterprise Foundation, Inc. (NEFI) will continue to monitor the Agreement and complete required reports and grant closeout documentation as required by HUD. The content of this recommendation and the date on which the Board will consider same have been communicated to Loaves and Fishes.

Attachments

Exhibit I-BCC Approval

Exhibit II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.

9. See Page 40.

10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;

B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and

C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

**PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2011/2012 Annual Housing and Community Development Plan for the period October 1, 2011 - September 30, 2012. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2011/2012 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter (Solutions) Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2011 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

**ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2011 - September 30, 2012)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2011 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of **\$4,434,784** which is detailed as follows. (The program allocations utilized for this Plan are based on estimates provided by HUD. The actual final allocations may vary to some degree from that cited below):

**ESCAMBIA COUNTY
2011/2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$595,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units, sanitary sewer connection assistance for approximately 20 units and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$338,148

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$20,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs.

UPDATED: JUNE 2, 2011 (Per HUD)

(Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$151,500

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$50,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$10,000

Funds will support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$225,095

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in

UPDATED: JUNE 2, 2011 (Per HUD)

unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **\$2,539**

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2011 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **\$ 1,883,282**
=====

**CITY OF PENSACOLA
FY2011-2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **\$400,019***

Funds to rehabilitate substandard owner-occupied houses for low and moderate income persons; to physically modify residential structures to accommodate the needs of low and moderate income persons with disabilities (Residential Handicap Accessibility Program); and to provide for the administration of the Housing Rehabilitation Programs, including the Residential Handicap Accessibility Program, the Housing Repair Assistance Program, and other related housing rehabilitation activities. The City anticipates the proposed funding will rehabilitate approximately 8-10 owner occupied housing units. Due to limited funding, housing rehabilitation is limited to first time applicants. Preference will be given to housing units located in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Should it be necessary to prioritize projects due to funding limitations, priority for these housing rehabilitation programs will be given first to eligible elderly and disabled applicants residing within the preference area and then the city limits. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$115,000). (City-wide)

Temporary Relocation **\$ 1,090**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **\$65,000**

Funds will provide Congregate Meals and Meals on Wheels to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The goal

UPDATED: JUNE 2, 2011 (Per HUD)

of the Meals on Wheels program is to deliver approximately 8,000 nutritionally balanced meals to homebound, functionally impaired adults per year. The goal of the Congregate Meal Program is to provide approximately 7,500 meals to active, low income adults per year. Five congregate meal sites are located within the City limits which provide eligible recipients with nutritional meals as well as an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as leverage for other critical federal and state funding, for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **\$35,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

Code Enforcement **\$40,000**

Funds to provide code enforcement on structures located within the CDBG target area that are deteriorating or deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted on structures located within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

**Westside Neighborhood Improvements - Removal of Slum and Blight/
Public Facilities Improvements/Park Improvements** **\$177,000**

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2011-2012 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **\$165,000**

Funds to administer the City's CDBG Program. Includes personnel services and operating expenses.

TOTAL FY2011-2012 CDBG PROPOSED BUDGET **\$ 883,109**
=====

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$558,516

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$316,852

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME BUYER ASSISTANCE

\$232,232

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$236,520

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES

\$ 74,995

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)

\$157,679

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2011 HOME Funds Available to the Consortium (FINAL)
(Local match provided through carry forward match balance only)

\$ 1,576,794

TOTAL 2011 HOME FUNDS PROJECTED

\$ 1,576,794
=====

2011-2012 EMERGENCY SHELTER GRANT PROGRAM (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
*(NOTE: The ESG amount is based on the 2010 ESG allocation
as directed from HUD and is subject to change when figures are finalized)*

HOMELESS SHELTER OPERATING SUPPORT	\$ 87,020
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
ADMINISTRATION	\$ 4,579
Indirect cost allocation of 5% to Escambia County	
TOTAL 2011 ESG FUNDS PROJECTED	\$ 91,599 =====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2011/2012 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, June 7, 2011, in the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, June 8, 2011 at Santa Rosa County Public Services Complex, Housing Office Conference Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations, suggestions or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **JUNE 30, 2011**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Pat Hubbard at 858-0350 (City of Pensacola), or Janice Boone at 981-7076 (Santa Rosa County).

Kevin W. White
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Lane Lynchard, Chairman
Santa Rosa County
Board of County Commissioners

EMERGENCY SHELTER GRANT AGREEMENT

THIS AGREEMENT, is executed on this the **20th day of October 2011**, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Shelter Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH

WHEREAS, the pressing issue of homelessness is of paramount interest to the community, and

WHEREAS, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Shelter Grant Program, hereinafter referred to as "ESGP," and

WHEREAS, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to the less fortunate, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

NOW THEREFORE, the parties to this Agreement consent to the following provisions as designated herein:

ARTICLE I

Supervision

1. Parties hereto agree that the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," shall act as the County's agent for purposes of administering this Agreement. For liaison purposes, the designated contact for each party is:

County: Randy Wilkerson
 Neighborhood Enterprise Foundation, Inc.
 P.O. Box 18178
 Pensacola, Florida 32523-8178
 Phone: (850) 458-0466 FAX: (850) 458-0464

Loaves and Fishes: Rick Humphreys
 Loaves and Fishes Soup Kitchen, Inc.
 P.O. Box 1303
 Pensacola, Florida 32596
 Phone: (850) 438-7616

ARTICLE II

Funding

2. The County agrees to provide a maximum of **Eighty Seven Thousand Twenty Dollars and No Cents (\$87,020.00)** in Emergency Shelter Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.21, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Shelter Grant Program ("ESGP"), Grant #S-11-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before October 1, 2011, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

ARTICLE III

Term of Agreement

3. This Agreement shall commence on the **1st day of October 2011**, and terminate on **September 30, 2012**, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

ARTICLE IV

Utilization of Funds

4. Loaves and Fishes shall provide to NEFI individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP or County Affordable Housing funds under this Agreement. Prior to expenditure of any funds by the County, Loaves and Fishes shall provide documentation to NEFI clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NEFI, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable

documentation presented to NEFI by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

ARTICLE V

Distribution of Funds

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County, upon recommendation by NEFI, shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article 2 of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NEFI in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

ARTICLE VI

Matching Funds

6. Loaves and Fishes guarantees the availability of at least **\$87,020** in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall comply with the requirements of 24 CFR Part 576.51. Loaves and Fishes shall provide to NEFI, documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to NEFI and County.

ARTICLE VII

Obligation for Continued Use

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of execution of this Agreement. Continuing availability of and access to the facility by the homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County and NEFI shall be immediately notified in writing of this decision. In this event, subject to negotiations Between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes

may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

ARTICLE VIII

Cooperation and Expedience

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

ARTICLE IX

Fair and Equal Access

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

ARTICLE X

Secular Use

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

ARTICLE XI

Homeless Services and Assistance to Homeless Persons

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless individuals, including both the residents and homeless individuals in the community. The facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

11.1 Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

- (a) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and
- (b) Other Federal, State, local, and private assistance available for such individuals.

ARTICLE XII

Limitations Concerning Liability

12. Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and NEFI and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's and/or NEFI option, any and all claims of liability in suits and actions of every name and description that may be brought against the County and/or NEFI. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

12.1 Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least \$300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

ARTICLE XIII

Records Maintenance Requirements

13. The County, NEFI, and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

13.1 Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/or audit for a period of five (5) years following the termination of this Agreement, unless said records are the subject of audit or litigation, in which case such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, NEFI, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

ARTICLE XIV

Client Reporting

14. Loaves and Fishes shall provide a monthly report to NEFI denoting the number of people served at the homeless facility or other relevant information as NEFI and the County may require in a fashion mutually acceptable to the County, NEFI and Loaves and Fishes for the duration of this Agreement.

ARTICLE XV

Nepotism

15. Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XVI

Program Income

16. ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

ARTICLE XVII

Uniform Requirements

17. Loaves and Fishes will comply with all applicable provisions of the uniform requirements associated with the expenditure of HUD Grant funds for the support of homeless facilities as prescribed in 24 CFR Part 576, amendments thereto, and laws and procedures required hereunder.

ARTICLE XVIII

General Provisions

18. Loaves and Fishes agree that the contents of **EXHIBITS A and B** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

18.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

18.2 To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

18.3 To produce all documents upon request by the County, HUD, or the authorized representatives of each;

18.4 Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

ARTICLE XIX

Understanding of Terms

19.1 This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article III Sections 3.1 and 3.2 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

19.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19.4 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

19.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

19.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ATTEST:

Ernie Lee Magaha
Clerk of the Circuit Court

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

BCC Approved: October 20, 2011

By: _____
Deputy Clerk

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristin Hines

Title: ACA

Date: 3/29/11

**LOAVES AND FISHES SOUP KITCHEN, INC.,
a not for profit corporation organized
under the laws of the State of Florida**

WITNESSED:

By: _____
Rick Humphreys, Executive Director

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**LOAVES AND FISHES SOUP KITCHEN, INC.
EMERGENCY SHELTER GRANT PROGRAM**

**ESG Budget
2011-2012**

Item Category	Contract Amount
Utility Costs (electricity, water, gas, sewer, garbage, phone)	50,270.00
Transportation Costs (gas, oil, vehicle/maintenance, vehicle insurance)	8,900.00
Facility Insurance Coverage (liability, property)	11,700.00
Worker's Compensation Insurance (Required)	5,900.00
Audit (Required for Grant)	3,250.00
Equipment	1,000.00
Furnishings for Parent Child Center and Homeless Shelter (chairs, tables, storage cabinets, lamps, highchairs, etc.)	1,000.00
Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	5,000.00
Total Budget	87,020.00

EXHIBIT B
LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: _____ Date: _____

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: S-11-UC-12-0021

_____ shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: _____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project
Name: _____

Name: _____

Title: _____

Firm/Agency: _____

Street Address: _____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. Purpose: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. Affirmative Action Plan: Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

3. HUD Section 3 Plan and Compliance Requirements (if applicable to this project): Any successful vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

4. Access to Related Documents: Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

5. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

6. Reporting, Copyrights, and Patent

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

8. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq, the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all r114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of regulations and guidelines issued hereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

9. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities): Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction

purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

10. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

11. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

12. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia- Pensacola Human Relations

Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

13. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

14. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

15. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

16. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603, and requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

17. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1572

County Administrator's Report Item #: 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: 2011/2012 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2011/2012 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2011/2012 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the project.

[Funding: Fund 129/CDBG, Cost Center 220439]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging for the Rural Elderly Assistance Program since 1990. The Board approved the 2011 Escambia Consortium Annual Plan on August 4, 2011, which includes funding for the REAP in the amount of \$47,000 for the period October 1, 2011–September 30, 2012 (Exhibit I). As a public service activity operated by the Council on Aging of West Florida, Inc. (COA), REAP provides varied social, recreational and supportive services to the elderly in the communities of Cantonment, McDavid, Century, Davisville, and Byrneville. The project serves the rural elderly primarily within Census Tracts 35.02, 38, 39 and 40, specifically the lower income communities denoted above. As in the past, funds will support the cost for the Rural Services Coordinator and Social Workers (including fringe), and related direct program support services. The 2011/2012 Agreement (Exhibit II) includes funding in the amount of \$47,000 as outlined in the 2011 Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The \$47,000 in CDBG Program funding will be included in the County's FY 2012 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel will be required for the project. The Rural Services Coordinator and Social Workers are employees under the supervision of the COA and are governed by COA personnel rules and regulations.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies and such agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by Neighborhood Enterprise Foundation, Inc. (NEFI) in coordination with the COA. After execution, all Agreement compliance matters will be managed by NEFI including review of cost reimbursement requests and required project level monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG Program funding, based upon submission of expense documentation by COA. The COA has been advised of the date and time of the Board meeting during which this Agreement will be presented for approval.

Attachments

Exhibit I-BCC Approval

Exhibit II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.

9. See Page 40.

10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;

B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and

C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

**PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2011/2012 Annual Housing and Community Development Plan for the period October 1, 2011 - September 30, 2012. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2011/2012 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter (Solutions) Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2011 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

**ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2011 - September 30, 2012)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2011 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of **\$4,434,784** which is detailed as follows. (The program allocations utilized for this Plan are based on estimates provided by HUD. The actual final allocations may vary to some degree from that cited below):

**ESCAMBIA COUNTY
2011/2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$595,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units, sanitary sewer connection assistance for approximately 20 units and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$338,148

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$20,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs.

UPDATED: JUNE 2, 2011 (Per HUD)

(Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **\$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program **\$175,000**
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **\$30,000**
Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **\$151,500**
Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **\$50,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program **\$10,000**
Funds will support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **\$225,095**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in

UPDATED: JUNE 2, 2011 (Per HUD)

unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **\$2,539**

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2011 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **\$ 1,883,282**
=====

**CITY OF PENSACOLA
FY2011-2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **\$400,019***

Funds to rehabilitate substandard owner-occupied houses for low and moderate income persons; to physically modify residential structures to accommodate the needs of low and moderate income persons with disabilities (Residential Handicap Accessibility Program); and to provide for the administration of the Housing Rehabilitation Programs, including the Residential Handicap Accessibility Program, the Housing Repair Assistance Program, and other related housing rehabilitation activities. The City anticipates the proposed funding will rehabilitate approximately 8-10 owner occupied housing units. Due to limited funding, housing rehabilitation is limited to first time applicants. Preference will be given to housing units located in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Should it be necessary to prioritize projects due to funding limitations, priority for these housing rehabilitation programs will be given first to eligible elderly and disabled applicants residing within the preference area and then the city limits. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$115,000). (City-wide)

Temporary Relocation **\$ 1,090**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **\$65,000**

Funds will provide Congregate Meals and Meals on Wheels to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The goal

UPDATED: JUNE 2, 2011 (Per HUD)

of the Meals on Wheels program is to deliver approximately 8,000 nutritionally balanced meals to homebound, functionally impaired adults per year. The goal of the Congregate Meal Program is to provide approximately 7,500 meals to active, low income adults per year. Five congregate meal sites are located within the City limits which provide eligible recipients with nutritional meals as well as an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as leverage for other critical federal and state funding, for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **\$35,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

Code Enforcement **\$40,000**

Funds to provide code enforcement on structures located within the CDBG target area that are deteriorating or deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted on structures located within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

**Westside Neighborhood Improvements - Removal of Slum and Blight/
Public Facilities Improvements/Park Improvements** **\$177,000**

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2011-2012 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **\$165,000**

Funds to administer the City's CDBG Program. Includes personnel services and operating expenses.

TOTAL FY2011-2012 CDBG PROPOSED BUDGET **\$ 883,109**
=====

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$558,516

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$316,852

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$232,232

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$236,520

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES

\$ 74,995

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)

\$157,679

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2011 HOME Funds Available to the Consortium (FINAL)
(Local match provided through carry forward match balance only)

\$ 1,576,794

TOTAL 2011 HOME FUNDS PROJECTED

\$ 1,576,794
=====

2011-2012 EMERGENCY SHELTER GRANT PROGRAM (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
*(NOTE: The ESG amount is based on the 2010 ESG allocation
as directed from HUD and is subject to change when figures are finalized)*

HOMELESS SHELTER OPERATING SUPPORT	\$ 87,020
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
ADMINISTRATION	\$ 4,579
Indirect cost allocation of 5% to Escambia County	
TOTAL 2011 ESG FUNDS PROJECTED	\$ 91,599 =====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2011/2012 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, June 7, 2011, in the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, June 8, 2011 at Santa Rosa County Public Services Complex, Housing Office Conference Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations, suggestions or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **JUNE 30, 2011**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Pat Hubbard at 858-0350 (City of Pensacola), or Janice Boone at 981-7076 (Santa Rosa County).

Kevin W. White
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Lane Lynchard, Chairman
Santa Rosa County
Board of County Commissioners

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this **20th** day of **October 2011** by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **COUNCIL ON AGING OF WEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI", as designated agent for Escambia County. For contract coordination purposes the designated contract manager is Randy Wilkerson, Executive Director, NEFI, P. O. Box 18178, Pensacola, Florida 32523-8178, (850) 458-0466.

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2011** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 4, 2011.

ARTICLE III

Funding

The County agrees to pay an amount not to exceed **\$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2011** and shall terminate on **September 30, 2012** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race,

creed, color, handicap, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968

Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII

Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR Part 570.502 and shall comply with the requirements of OMB

Circular A-122 "Cost Principles for Non Profit Organizations," and any amendments or revisions to said regulatory provisions or circulars as may be promulgated by the Federal Government. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV

Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR Part 570, except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

Pertinent provisions of Subpart K of 24 CFR Part 570 have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV

Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI

Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 24 CFR Part 85.36 or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of Part 85.36. This shall apply to the purchase of materials, supplies, and equipment. The full text of 24 CFR Part 85.36 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII

General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 85.26.

ARTICLE XVIII

Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ATTEST:

Ernie Lee Magaha
Clerk of the Circuit Court

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk

BCC Approved: October 20, 2011

Escambia County Legal Department Approval

This document approved as to form
and legal sufficiency.

By: *Kristin Howard*

Title: ACF

Date: 9/29/11

WITNESSED:

COUNCIL ON AGING OF WEST FLORIDA, INC.
A Florida Non-Profit Corporation

Print Name:

By: _____
John Clark, Executive Director

Print Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

I. SCOPE OF SERVICES

The Council on Aging of West Florida, Inc. will administer the Rural Elderly Assistance Program. The County will provide \$47,000 CDBG Funds for the administration of the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc.
P. O. Box 17066
Pensacola, FL 32522-7066
(850) 432-1475 Contact: John Clark, Executive Director

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of \$47,000.00 to cover the contract period of October 1, 2011 - September 30, 2012. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

CONTRACT AMOUNT

\$ 47,000.00

Expenditures: Month of _____, 20 ____

ITEM	COST
------	------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: _____ Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-11-UC-12-0021

_____ shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: _____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project Name: _____

Name: _____

Title : _____

Firm/Agency: _____

Street Address: _____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Standard Contract Provisions**

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.
- (3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. **Lead Based Paint Hazards** (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. **Flood Prevention and Protection** (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. **Site Safety Measures**
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. **Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. **Conflict of Interest of Officers or Employees of the Contracting Entity/ Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. **Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. **Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;

4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 CFR PART 570 & PART 85.36**

and

**OMB CIRCULAR A-122, OMB CIRCULAR A-133,
and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570 *and Part 85.36*, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations”), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions”) and applicable portions of A-110, as implemented at 24 CFR Part 84 (“Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County’s CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County’s CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County’s CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1576

County Administrator's Report Item #: 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: 2011/2012 Fair Housing Services Agreement with Escambia Pensacola Human Relations Commission

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of 2011/2012 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011/2012 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission:

A. Approve the 2011/2012 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with Escambia Pensacola-Human Relations Commission (HRC), providing a total of \$18,500 for the 2011/2012 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.

[Funding: Fund 129/CDBG, Cost Center 220437]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia Pensacola Human Relations Commission (HRC) under the CDBG funded Agreement. Further, HRC activities are supportive of the Federal Fair Housing Law and State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding is required to ensure adequate support for fair housing related activities undertaken by the HRC. The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. The Board approved the 2011/2012 Escambia Consortium Annual Plan on August 4, 2011, which included funding for this Agreement in the amount of \$18,500 for the period October 1, 2011–September 30, 2012 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funds.

BUDGETARY IMPACT:

The \$18,500 in CDBG Program funding will be included in the County's FY 2012 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All staffing is provided by the HRC through this Agreement. There is no impact upon County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies, and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Agreement will be mutually executed by the Board Chairman and HRC Chairman. No interruption of services related to the Agreement process will occur. HRC is aware of the date and time of the Board meeting during which this Agreement will be presented for approval

Attachments

Exhibit I-BCC Approval

Exhibit II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

**PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2011/2012 Annual Housing and Community Development Plan for the period October 1, 2011 - September 30, 2012. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2011/2012 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter (Solutions) Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2011 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

**ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2011 - September 30, 2012)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2011 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of **\$4,434,784** which is detailed as follows. (The program allocations utilized for this Plan are based on estimates provided by HUD. The actual final allocations may vary to some degree from that cited below):

**ESCAMBIA COUNTY
2011/2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$595,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units, sanitary sewer connection assistance for approximately 20 units and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$338,148

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$20,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs.

UPDATED: JUNE 2, 2011 (Per HUD)

(Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$151,500

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$50,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$10,000

Funds will support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$225,095

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in

UPDATED: JUNE 2, 2011 (Per HUD)

unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **\$2,539**

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2011 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **\$ 1,883,282**
=====

**CITY OF PENSACOLA
FY2011-2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **\$400,019***

Funds to rehabilitate substandard owner-occupied houses for low and moderate income persons; to physically modify residential structures to accommodate the needs of low and moderate income persons with disabilities (Residential Handicap Accessibility Program); and to provide for the administration of the Housing Rehabilitation Programs, including the Residential Handicap Accessibility Program, the Housing Repair Assistance Program, and other related housing rehabilitation activities. The City anticipates the proposed funding will rehabilitate approximately 8-10 owner occupied housing units. Due to limited funding, housing rehabilitation is limited to first time applicants. Preference will be given to housing units located in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Should it be necessary to prioritize projects due to funding limitations, priority for these housing rehabilitation programs will be given first to eligible elderly and disabled applicants residing within the preference area and then the city limits. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$115,000). (City-wide)

Temporary Relocation **\$ 1,090**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **\$65,000**

Funds will provide Congregate Meals and Meals on Wheels to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The goal

UPDATED: JUNE 2, 2011 (Per HUD)

of the Meals on Wheels program is to deliver approximately 8,000 nutritionally balanced meals to homebound, functionally impaired adults per year. The goal of the Congregate Meal Program is to provide approximately 7,500 meals to active, low income adults per year. Five congregate meal sites are located within the City limits which provide eligible recipients with nutritional meals as well as an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as leverage for other critical federal and state funding, for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **\$35,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

Code Enforcement **\$40,000**

Funds to provide code enforcement on structures located within the CDBG target area that are deteriorating or deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted on structures located within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

**Westside Neighborhood Improvements - Removal of Slum and Blight/
Public Facilities Improvements/Park Improvements** **\$177,000**

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2011-2012 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **\$165,000**

Funds to administer the City's CDBG Program. Includes personnel services and operating expenses.

TOTAL FY2011-2012 CDBG PROPOSED BUDGET **\$ 883,109**
=====

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$558,516

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$316,852

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME BUYER ASSISTANCE

\$232,232

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$236,520

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES

\$ 74,995

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)

\$157,679

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2011 HOME Funds Available to the Consortium (FINAL)
(Local match provided through carry forward match balance only)

\$ 1,576,794

TOTAL 2011 HOME FUNDS PROJECTED

\$ 1,576,794
=====

2011-2012 EMERGENCY SHELTER GRANT PROGRAM (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
*(NOTE: The ESG amount is based on the 2010 ESG allocation
as directed from HUD and is subject to change when figures are finalized)*

HOMELESS SHELTER OPERATING SUPPORT	\$ 87,020
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
ADMINISTRATION	\$ 4,579
Indirect cost allocation of 5% to Escambia County	
TOTAL 2011 ESG FUNDS PROJECTED	\$ 91,599 =====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2011/2012 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, June 7, 2011, in the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, June 8, 2011 at Santa Rosa County Public Services Complex, Housing Office Conference Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations, suggestions or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **JUNE 30, 2011**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Pat Hubbard at 858-0350 (City of Pensacola), or Janice Boone at 981-7076 (Santa Rosa County).

Kevin W. White
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Lane Lynchard, Chairman
Santa Rosa County
Board of County Commissioners

FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **20th day of October 2011**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., as designated agent for Escambia County.

ARTICLE II

Scope of Services

2. The Recipient agrees to **administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination** in unincorporated Escambia County by providing operational expenses as generally described in Attachment I, attached hereto and made a part thereof.

ARTICLE III

Funding

3. The County agrees to pay the Recipient an amount not to exceed **\$18,500.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment 2, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in Attachment 2 only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in Attachment 1;

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment 3, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2011**, and shall terminate on the **30th day of September 2012**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX

Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X

Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to an incorporated by reference herein.

ARTICLE XI

Housing and Urban Development Act of 1968
Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XII

Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XIII

Procurement

13. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of \$5,000 OR more will require a formal bid procedure (advertising and sealed bids).

IN WITNESS WHEREOF, the parties hereto duly executed this agreement the date and year first shown above written.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST:
Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk

BCC Approved: October 20, 2011

Escambia County Legal Department Approval

This document approved as to form and legal sufficiency.

By: Kristen Huff

Title: A/C

Date: 3/29/11

Witnessed:

RECIPIENT: Escambia-Pensacola Human Relations Commission

Print Name: _____

By: _____
Jim Myatt,
Chairman of the Board

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this _____ day of _____, 2011 by Jim Myatt, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

- _____ is/are personally known to me.
- _____ produced current Florida driver's license as identification.
- _____ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____
Commission Number: _____

ATTACHMENT 1

I. SCOPE OF SERVICES

The Pensacola-Escambia Human Relations Commission will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **\$ 18,500.00** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and the public education regarding the same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within the County of Escambia.
2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.
3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. RECIPIENT INFORMATION

CONTACT PERSON: Calvin Avant, Executive Director - (850) 437-0510
2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.
- D. The monthly report is due on the final working day of each month.
- E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

ATTACHMENT 2

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

FISCAL YEAR 2011 - 2012 BUDGET

Salary*	\$ 18,000.00
Annual Audit	<u>500.00</u>
	\$ 18,500.00
	=====

*Note: Salary costs are for services provided by the following positions:

- Executive Director - up to 25% of time spent.
- Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in writing to NEFI. Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

PAYMENT REQUEST FORM

Name _____ Request Number _____

Address _____ Contract Number _____

_____ Zip _____ Phone Number _____

Date Payment Request Submitted _____

Date Payment Desired _____

1. Total funds you have received thus far \$ _____

2. Actual disbursements made thus far \$ _____

3. Total funds remaining budget \$ _____

4. Funds required \$ _____

5. Funds requested but not yet received \$ _____

6. Total funds to be received from this request \$ _____

7. Number of days before the amount on
line 5 is to be disbursed (must be
less than three days) _____

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Position

Comments

Bank _____ Account # _____

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY
C/O NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

CONTRACT AMOUNT \$ _____

Expenditures: Month of _____, 20__

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of his reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: _____ Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-11-UC-12-0021

_____ shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: _____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: _____

Firm/Agency: _____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. Standard Contract Provisions (Full Text Attached)

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. HUD Section 3 Plan and Compliance Requirements (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Director's office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.
- C. Site Safety Measures
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25 /hour be paid;
2. Forty hours constitutes a standard workweek;

3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 CFR PART 570
and
OMB CIRCULAR A-122, OMB CIRCULAR A-133,
and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) and applicable portions of A-110, as implemented at 24 CFR Part 84 (“Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County’s CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County’s CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County’s CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1450

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Sign Grant Funding Agreement for 3725 Mobile Highway

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Sign Grant Funding for 3725 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 20, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 3725 Mobile Highway:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Relax Inn Motel Corporation, owner of commercial property located at 3725 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign; and

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

BACKGROUND:

On October 20, 2011, a CRA meeting was convened to consider approval of the Sign Grant Program Funding Agreement between the Escambia County CRA and Relax Inn Motel Corporation. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Sign Grant Agreement

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20th day of October 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Relax Inn Motel Corporation, (the "Recipient"), owner of commercial property located at 3725 Mobile Highway, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Sign Grant Program** (the "Program") to provide grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Sign Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20th** day of **October 2011**, and the Project shall be complete on or before the **20th** day of **January 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Dept.
3363 West Park Place
Pensacola, FL 32505

Recipient:

Relax Inn Motel Corporation
c/o Anna Nguyen
3725 Mobile Highway
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Escambia County
Board of County Commissioners**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: **Relax Inn Motel Corporation**

Anna Nguyen
Anna Nguyen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of September 2011 by Anna Nguyen, Property Owner. He/She () is personally known to me or () has produced FL Drivers License as identification.

Clara F Long
Signature of Notary Public

Clara F Long
Printed Name of Notary Public



This document approved as to form and legal sufficiency.

By: *Justin H...*

Title: HCA

Date: 9/14/11

EXHIBIT I

SIGN GRANT PROJECT

Property Owner: Relax Inn Motel Corporation
Property Address: 3725 Mobile Highway, Pensacola, FL 32505

The "Project" includes the following improvement to the above referenced property:

Installation of a new sign.

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place, Pensacola, FL 32505



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1600

County Administrator's Report Item #: 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Agreement with Pensacola Bay Transportation Company to Provide Paratransit Transportation Services

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement with Pensacola Bay Transportation Company to Provide Paratransit Transportation Services - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning an Agreement with Pensacola Bay Transportation Company, LLC, to Provide Paratransit Transportation Services:

A. Approve the Agreement to Provide Paratransit Transportation Services between the County and Pensacola Bay Transportation Company, LLC, in the estimated amount of \$1,104,985 (payable in monthly installments), effective October 1, 2011, through September 30, 2012, to provide transportation services to disabled persons as required by the Americans with Disabilities Act (ADA) and State service plans; and

B. Authorize the Chairman to execute the Agreement and any supporting documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - approximately \$1,104,985 (included in Escambia County Area Transit's Fiscal Year 2012 Budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal fund sources)]

BACKGROUND:

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. This service has been provided since 1991. In accordance with Florida Statutes, Chapter 427, ECAT contracts with the Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for the provision of these services. Pensacola Bay Transportation Company is the current designated CTC for Escambia County, and responsible for executing the Agreement per the Escambia County Transportation Disadvantaged Service Plan (TDSP).

BUDGETARY IMPACT:

Funding for this Agreement is from Fund 104 Mass Transit and is included in ECAT's FY 2012 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from federal and state funding sources, such as the Federal Transit Administration and Florida Department of Transportation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Mass Transit Element of the BCC Comprehensive Plan. Also, Board policy requires the approval of all such agreements.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs and ECAT staff will administer the Agreement and coordinate with Pensacola Bay Transportation on the required transportation services.

Attachments

Agreement to Provide Paratransit Transportation Services (includes the 2011 Escambia County TDSP Annual Update)

AGREEMENT TO PROVIDE PARATRANSIT TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into this ____ day of October, 2011, by and between the **Escambia County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "**County**") and **Pensacola Bay Transportation Company, LLC**, a Florida Limited Liability Company authorized to conduct business in the State of Florida (hereinafter referred to as the "**Coordinator**"), whose federal identification number is 593743711, and whose principal address is 3100 McCormick Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the Americans with Disabilities Act of 1990 (the "ADA") provides that certain public entities make available fixed route mass transportation services and Complimentary Paratransit services to the public, and to fulfill this need the County duly approved the Escambia County ADA Transportation Policy (the "ADA Policy") and the ADA Paratransit Plan Update (the "ADA Plan") as prepared by Escambia County Area Transit ("ECAT"); and,

WHEREAS, the Pensacola–Alabama Transportation Planning Organization (the "TPO") as official planning agency, in cooperation with the Escambia County Transportation Disadvantaged Coordinating Board (the "TDCB"), issued a Request for Proposals ("RFP") for local firms to be considered for the position of Escambia County Community Transportation Coordinator (the "CTC," the "Coordinator") to which the Coordinator duly responded and was subsequently approved, after investigation, by the TPO and the TDCB, and by the Florida Commission for the Transportation Disadvantaged (the "TDC") on July 1, 2009; and

WHEREAS, the Coordinator has exhibited the managerial and technical ability to encourage participation by transportation disabled individuals and to provide a level of services desired to be achieved under the ADA Plan and the state service plan (the "TDC Service Plan") developed under and exhibited to the State of Florida Transportation Disadvantaged Commission Memorandum of Agreement to be entered into between the Coordinator and the TDC (the "TDC Agreement"), and the County is desirous of entering into a like Agreement with the Coordinator; and

WHEREAS, the Coordinator desires to provide the transportation services described herein, and the County desires to engage the Coordinator to manage and implement the ADA/TDC/Section 5311 Non-Urbanized Area Transportation Programs (hereinafter referred to collectively as the "Program" or "Programs") in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the Coordinator for this purpose, which is in the best interests of the residents of Escambia County, Florida.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Coordinator agrees to perform the required services under the general coordination of the TPO, TDCB, and of ECAT as the designated agent for Escambia County, Florida.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement, attending regular meetings with the Coordinator, TDCB and ECAT, are hereby designated as follows:

County: Mr. W. Kenneth Gordon, General Manager
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, Florida 32501
(850) 595-3228, Ext. 214

TDCB: Ms. Marie Young, Chairman
Escambia County Transportation Disadvantaged Coordinating Board
c/o West Florida Regional Planning Council
P. O. Box 11399
Pensacola, Florida 32524-1399
(850) 332-7976

1.2 The contract coordinator for Pensacola Bay Transportation Company, LLC, shall be as follows:

Coordinator: Ms. Margie Wilcox, President
Pensacola Bay Transportation Company, LLC
3100 McCormick, Street
Pensacola, Florida 32504
(850) 476-8130

1.3 All Notices required herein to be given, made or sent shall be deemed to have been given, made or sent when posted with the U.S. Postal Service, certified mail, return receipt requested, and properly addressed to each of the contract managers shown in Paragraph 1.1 above.

1.4 The parties agree that any modification or substitution of contract managers' names or accompanying addresses shall be made in writing to the other party in the manner provided for Notices above.

ARTICLE II
Scope of Services

2. The Coordinator agrees to implement the Program according to the provisions of the state TDC Agreement including the TD Service Plan (EXHIBIT I) (Attached).

2.1 The Coordinator shall provide all services required under the ADA Policy directly to qualified disabled individuals, including transportation services, applications and informational services, reporting services and accountability for expenses and fare collections.

2.2 ECAT shall provide to Coordinator a list of persons currently eligible under federal law, including 49 CFR, Part 37, who shall be authorized by ECAT, on behalf of the County, to participate in the ADA Paratransit Program ("Participant(s)", "User(s)", "Rider(s)"), and such list shall provide the following information, if available:

- a) Name, age, address and telephone number;
- b) Social security number for identification purposes;
- c) Brief description of disability; and
- d) Ambulatory or wheelchair (if client can transfer to seat).

2.3 ECAT, as agent for the County, shall be responsible to determine eligibility under governing federal law and guidelines, and to authorize any Rider to receive the benefit of services under the ADA/TDC/5311 Programs. ECAT reserves the right to rely upon information provided by the Coordinator, and/or any other designated Certifying Agency, in determining eligibility. After determining eligibility of an applicant, ECAT shall contact the Coordinator within a reasonable time with its decision, which shall be binding and final. Qualification and eligibility shall be determined under the federal guidelines at 49 CFR, Part 37, §§37.123-.125, which are hereby incorporated by reference into this Agreement as if fully set forth herein.

2.4 The Coordinator shall abide by all provisions of Chapter 427, Florida Statutes, and Rule 41-2 as promulgated by the State of Florida Transportation Disadvantaged Commission in its performance under this Agreement. Chapter 427, Florida Statutes, and Rule 41-2, F.A.C., are each incorporated for all purposes into this Agreement as if fully set forth herein.

2.5 In addition to quarterly reports required under Article IV below, the Coordinator is responsible for preparation of "National Transit Database" (NTD) Reports" required in connection with services provided under this Agreement in the form described under the Federal Transit Administration Act of 1964, as amended (the "FTA Act").

2.6 The Coordinator shall maintain all books, records and documents according to generally accepted accounting practices and procedures, and shall reflect all expenditures of funds provided hereunder, collection of fares, calculation of trip mileage and other costs associated with the ADA/TDC/5311 Programs.

2.7 The Coordinator shall make all records, documents, reports, audits, books and ledgers containing information in connection with the Program available and subject at all reasonable times to inspection, review and audit by federal, state or local officials, or their respective representatives as authorized by the County.

2.8 The Coordinator shall be responsible to collect fares established in coordination with the contract managers and the TPO, and which shall be set forth in an Escambia County Paratransit Rate Schedule ("Fare Schedule") approved by the contract managers. This Fare Schedule may be altered with the approval of all contract managers from time to time, but shall be subject to quarterly review when altered.

2.9 Coordinator shall implement a program for providing paratransit services for non-sponsored citizens in the non-urbanized areas of Escambia County under the appropriate regulations for Federal Transit Administration (FTA) Section 5311 funding as administered by Florida Department of Transportation (FDOT) regulations, and shall comply with all requirements of the appropriate Joint Participation Agreement (JPA) for the project.

2.10 County agrees to apply for a JPA with FDOT to provide Federal Section 5311 funding for the non urbanized area transportation program, and to disburse the funds from Fund 104, the Mass Transit Operating Fund for Escambia County Area Transit (ECAT), as legally established within the budget accounts and records of County.

ARTICLE III **Funding**

3. The County agrees to pay reimbursements for costs to Coordinator in a total amount not expected to exceed **\$1,104,985** payable solely from available ADA/TDC/5311 Programs, subject to possible reduction under Section 3.7 hereof.

3.1 The County agrees to transfer the ADA/TDC/5311 Program funds to its agent the ECAT, which shall be responsible to disburse the funds from Fund No. 104, the Escambia County Mass Transit Operating Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay monthly installments of the amount allocated in paragraph 3. above over the period of this contract to the Coordinator for its costs, subject to submission of all documentation with respect to Rider eligibility, trip information and other substantiation of costs and approvals described in the TDC Service Plan in EXHIBIT I, and any other relevant documentation requested by the contract managers.

3.3 The method of payment shall be monthly, based upon the periodic submission of invoices totaling its reimbursable costs and collections totals as calculated by the Coordinator. Reimbursable costs shall be computed as described in the TDC Service Plan contained in EXHIBIT I. Supplemental information needed for reimbursement

shall also be provided by the Coordinator. Verification of costs and expenditures is expected to require thirty (30) days, and payment shall be made promptly upon such verification.

3.4 The Coordinator shall be responsible to collect fares as established in the Fare Schedule described in paragraph 2.8 above. Daily collections shall be documented and their receipt verified by both the individuals responsible for collecting from Riders and by the Coordinator. Such verification need not be submitted with monthly invoices, so long as it is available for inspection together with like documentation.

3.5 The Coordinator shall be responsible to promptly repay overpayments made by the County for expenditures not authorized to be paid by the County, disallowed or unearned under this Agreement.

3.6 The Coordinator shall prepare and submit an invoice to the County each month together with all supplemental information to substantiate the listed costs and expenditures. The invoice will show an offset, or deduction, for fares collected and calculated through the date of the invoice. Invoices shall be due on or before the fifteenth (15th) day of the first month following the month in which service was delivered, and shall be due on or before the fifteenth (15th) day of each succeeding month thereafter. Failure to submit an invoice or to explain such failure, after Notice of Demand for the same made by the County, shall relieve the County of responsibility for costs incurred during the previous billing cycle which were known or should have been known to the Coordinator.

3.7 Upon receipt of an Invoice and supplemental information, the County shall review the complete submission, request further information as needed, Notice the Coordinator of any amounts in dispute and submit the invoice to the appropriate official for payment. The County reserves the right to withhold payment of any expense or other amount in dispute until the matter is resolved, but payment of the undisputed portion of an invoice and acceptance of such payment shall not be deemed a waiver by the County or the Coordinator of a claim to any unresolved amount withheld and unpaid.

ARTICLE IV **Reporting**

4. The Coordinator shall assemble and provide copies of a Quarterly Report to the County (ECAT), including a listing of trip information, current Rider list, a narrative summary of progress and a statement of quarterly cost totals.

4.1 The Coordinator shall use a form of Quarterly Report which is approved by the contract managers.

4.2 The Quarterly Report shall be due quarterly before each quarterly meeting, based on the date of commencement of this Agreement (November 28, 2011, February 27, 2012, May 27, 2012 and August 28, 2012), and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received

by the contract managers.

4.3 This Quarterly Report is due on the 1st day of each subsequent quarter, unless the quarterly meeting is held thereafter, in which case the report shall be due seven (7) days in advance of said meeting date, or if an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all ADA/TDC/5311 Program activities undertaken during the previous quarter.

4.4 The Coordinator shall provide the County with additional information as may be required by state or federal agencies to substantiate ADA/TDC/5311 Program activities, client or rider eligibility, trip information or Program expenditures.

4.5 The Coordinator is also responsible to submit National Transit Database (NTD) reports required by the federal government as described in paragraph 2.5 above. These reports, for the fiscal year ending September 30, will be submitted to ECAT prior to November 30. Any additional reports or verifications requested by ECAT from the Coordinator will constitute an additional expense based upon preparation and personnel time.

ARTICLE V **Indemnification**

5. The Coordinator shall act as an independent contractor, and not as an employee of the County, ECAT or as the designated Agent of the County in providing the aforementioned service. The Coordinator shall hold harmless Escambia County, ECAT and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Coordinator's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Coordinator shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County shall be named as an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. The Coordinator shall at all times during the tenure of this Agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Coordinator in managing and implementing the activities described herein with combined single limits of \$1,000,000 including coverage for bodily injury, broad form property damage,

personal injury, contractual liability, and independent contractors.

b. Automobile liability with combined single limits of \$300,000 if applicable, including bodily injury and property damage arising out of operation, maintenance or use all owned, hired and non-owned vehicles.

c. All workers' compensation and employers liability insurance required by applicable Florida law, and the responsibility of the coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Coordinator shall have certificates of insurance forwarded to:

Mr. W. Kenneth Gordon, General Manager, ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Escambia County
Office of Risk Management
221 Palafox Place
Pensacola, Florida 32502; and

The Certificate will show the County and the City of Pensacola as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewable or adverse change or restriction in coverage. If required by the County, the Coordinator shall furnish copies of the Coordinator's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any working which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Coordinator shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Coordinator shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations.

5.1 The Coordinator required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Coordinator's coverage. The Coordinator's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.3 The Coordinator agrees to pay on behalf of the County and the City, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in paragraph 5.1 of this Agreement.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

The Coordinator and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Coordinator agrees to indemnify and hold harmless the County, City of Pensacola, ECAT, TDAC and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Coordinator, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the prosecution of the work defined in this Agreement. Further, the Coordinator assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2011**, and shall terminate on **September 30, 2012**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation. Upon mutual agreement of the parties, this Agreement may be extended up two (2) additional one year terms. In no event shall the Agreement extend beyond three (3) years in duration after exercising all options for renewal.

6.1 Provided, that if the contract managers agree that Coordinator has failed to satisfactorily perform its duties as set forth herein, or in the event that ADA/TDC/5311 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract upon no less than twenty-four (24) hours written Notice to the Coordinator without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The County determination as to lack of funds shall be a final authority and determination of the same.

6.3 The Coordinator shall be subject to a performance review by the Escambia County Transportation Disadvantaged Coordinating Board (TDCB), or a subcommittee thereof, and ECAT at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. Prior to each review the Coordinator shall submit its Quarterly Report described under Article IV hereof.

6.4 The three (3) month review will be advisory in nature and designed to assist the Coordinator in identifying impediments to effective implementation of the Program. A written performance report shall be provided by the TDCB to the Coordinator at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Coordinator to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide Notice of impending termination.

6.5 The six (6) month review shall examine the Coordinator's level of accomplishment with respect to the ADA/TDC/5311 Program services and ADA Plan objectives stated in EXHIBIT 1 of this Agreement. If, at the six (6) month interval, the Coordinator has failed to meet a satisfactory level of performance or trip participation, or if the number of Riders falls clearly short of projected or expected trip estimates given in the EXHIBITS, the funds stipulated in Article III, this Agreement may be unilaterally amended to reduce the funding to reflect an amount which is a more realistic estimate of the Program needs, and the difference may be used for advertisements or methods to increase awareness of the availability of the ADA/TDC/5311 Programs as determined to be needed by the contract managers. If sufficient public awareness has already been achieved the contract managers may approve other methods of providing like services as recommended by the Coordinator, and reinstate full funding to implement such measures. Funds removed from availability shall be reallocated for other ADA/TDC/5311 Program activities.

6.6 The nine (9) month review shall examine the participation achieved under the Program, review concerns of any party and prepare for finalizing the Program.

ARTICLE VII **Accountability**

7. The Coordinator will maintain personnel, financial, individual rider, trip mileage and other records and accounts as necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be kept and maintained, subject to inspection, review, or audit for a period of three (3) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the Florida Transportation Disadvantaged Commission, the Federal Transit Administration, the Comptroller General of the United States, or their representatives; or the Coordinator shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Coordinator shall be fully and directly responsible for the proper expenditure of all ADA/TDC/5311 Program funds provided to the Coordinator under this

Agreement. In the event of misappropriation of ADA/TDC/5311 Program funds or the use of ADA/TDC/5311 Program funds for ineligible expenditures by the Coordinator, said Coordinator shall be responsible for immediate repayment of improperly expended ADA/TDC/5311 Program funds to the County or the State of Florida, as may be required. In cases of misappropriation of funds the County may, at its sole discretion, declare the Coordinator ineligible for consideration for future projects and programs involving local, state or federal funding.

ARTICLE VIII
Nepotism

8. The Coordinator agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9.1 The Coordinator agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.2 All services associated with this project shall be made available to the public in a non-discriminatory manner. Within the eligibility parameters established under federal law, services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Coordinator accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.3 The Coordinator will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Coordinator agrees to post in a conspicuous place Notices setting forth the provision of this Equal Employment Opportunity clause.

9.4 The Coordinator shall safeguard information concerning any Rider or applicant for services under the ADA/TDC/5311 Programs and shall insure that no information is used or disclosed for any purpose not in conformity with state regulations (HRSM 50-1) or federal regulations (45 CFR, §205.5), except upon the written approval of the Rider, the applicant or such person's responsible parent or guardian when authorized by law. In any event when such information is disclosed, the circumstances involved with the event shall be reported to the County in writing through ECAT.

ARTICLE X
Program Income

10. Income from fares collected is anticipated to result from the transportation services provided under the ADA/TDC/5311 Programs. Fares shall be collected from authorized riders by the Coordinator and deducted at least monthly from invoices submitted to the County for payment. Fare amounts collected but not deducted from invoice payment requests, whether by error or miscalculation, shall be forwarded promptly to ECAT for deposit into the Escambia County Transit Fund described in paragraph 3.1 above. Any additional program income generated by Program activities shall be deposited into the same Fund and used to provide additional assistance in the future, in accordance with the requirements of Chapter 427, Florida Statutes.

ARTICLE XI
Uniform Requirements

11. The Coordinator shall comply with applicable provisions of the uniform requirements described in Chapter 427, Florida Statutes with regard to management and implementation of the ADA/TDC/5311 Programs.

A. The Coordinator agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

B. Funding for this procurement will include federal capital assistance for ADA paratransit operating costs from the Federal Transit Administration (FTA) and is considered to be a Third Party Contract in accordance with the guidelines established in FTA Circular C 4220.IE. This Circular requires that the following contract provisions be included in all contracts for the procurement of supplies, equipment and services.

11.1 BREACHES AND DISPUTE RESOLUTION. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County, the County Administrator. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Coordinator mails or otherwise furnishes a written appeal to the County Administrator. In connection with any such appeal, the Coordinator shall be afforded the opportunity to be heard and to offer evidence in support of its position. The decision of the County Administrator shall be binding upon the Coordinator and the Coordinator shall abide by the decision.

A. Performance during Dispute. Unless otherwise directed by the County, Coordinator shall continue performance under this Contract while matters in dispute are resolved.

B. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his

employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

C. Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Coordinator arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

D. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Coordinator shall constitute a waiver of any right or duty afforded them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11.2 TERMINATION

A. For Convenience. The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. For Default. If the Coordinator fails to pick up the designated passengers or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Coordinator fails to comply with any other provision of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Coordinator a Notice of Termination specifying the nature of the default. The Coordinator will only be paid the contract price of services performed in accordance with manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Coordinator was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

11.3 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The Coordinator agrees to comply with applicable transit employee requirements as follows:

A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Coordinator agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U. S. Secretary of Labor to be fair and equitable to protect

the interests of employees employed under the contract and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Coordinator agrees to carry out that work in compliance with the terms stated in that DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals with disabilities authorized by 49 U.S.C. §5310(a) (2), or for projects for nonurbanized areas authorized by 49 U.S.C §5311. Alternate provisions for those projects are set forth in subsections B and C of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310 (a)(2) for elderly individuals and individuals with disabilities. If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. §5310 (a)(2), and if the Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C §5333(b) are necessary or appropriate for the state and public body subrecipient for which work is performed on the underlying contract, the Coordinator agrees to carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49 U.S.C §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in Grant Agreement or Cooperative Agreement with the State. The Coordinator agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Coordinator agrees to comply with terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

D. The Coordinator agrees to include the any applicable in each subcontract involving transit operations financed in whole or in part with Federal assistance provided FTA.

11.4 ENERGY CONSERVATION REQUIREMENTS

The Coordinator agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC §§6322, et seq.).

11.5 CLEAN WATER REQUIREMENTS

The Coordinator agrees to comply with mandatory standards orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

11.6 CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned Coordinator certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed.Reg. §1413 (1/19/96).

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pensacola Bay Transportation Company, LLC, the Coordinator, certifies or affirms the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Coordinator understands and agrees that the provisions of 31 U.S.C. §§3801, et seq., apply to this certification and disclosure, if any.

Signature of Coordinators Authorized Official

Name and Title of Coordinators Authorized Official

Date

11.7 CLEAN AIR REQUIREMENTS

The Coordinator agrees to comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

11.8 INTEREST OF MEMBERS OF, OR DELEGATES OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

11.9 PROHIBITED INTEREST

The operators, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

11.10 DEBARRED BIDDERS CERTIFICATION

The bidder hereby certifies that neither it nor its principals (as defined at 49 C.F.R. §29.995 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the bidder certifies that he or she will obtain an identical certification from all its sub-contractors. The bidder also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the bidder.

Signature/Date/Title: _____

ARTICLE XII **Procurement, Assignment and Subcontracting**

12. The Coordinator shall be required to utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Program activities.

12.1 No service herein contemplated to be performed by the Coordinator may be subcontracted, and no service or benefit hereunder may be assigned by the Coordinator without the prior written permission of the contract managers. No such subcontract or assignment shall be valid unless it requires the same record keeping and reporting to be performed by the subcontractor or the assignee as is required in this Agreement to be made by the Coordinator. Notwithstanding the requirements of this section, the contract managers consent to the subcontracting of vehicle operations to subcontracted carriers operating under the coordinated system.

ARTICLE XIII
General Provisions

13. The Coordinator accepts the funds provided under this Agreement and agrees that the contents of EXHIBIT 1 is part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Coordinator agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

13.2 To permit and facilitate such audits by the State of Florida, the Clerk of the Circuit Court, the Comptroller General of the United States, designated independent auditing firm(s) or their authorized representatives as may be directed in relation to this Agreement;

13.3 To produce all documents upon request by the County, State of Florida, the Federal Transit Administration or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Coordinator's corporate accounting year.

13.5 That Pensacola Bay Transportation Company, LLC, is a Florida Limited Liability Company operating "for profit" in this state, and in Escambia County with Occupational License 471810011102. Further, Pensacola Bay Transportation Company, LLC, functions primarily as a service organization with specific emphasis upon providing transportation opportunities for qualified disabled individuals.

13.6 Except as provided under paragraph 6.5 after the six (6) month Quarterly Report and review, renegotiations and modification or Amendment of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if federal or state revisions to any law in connection with the ADA/TDC/5311 Program activities necessitate respective modifications of these terms.

13.7 If the Coordinator is called upon to assist in emergency situations, such as but not limited to hurricane evacuation, the provider shall be reimbursed for any and all costs incurred, subject to verification of costs and expenditures by ECAT based on receipts

and other documentation.

13.8 By executing this agreement Pensacola Bay Transportation Company, LLC, hereby certifies that it has established a drug testing policy, which complies with the requirements of all federal, state or local regulatory agencies, including random drug testing.

ARTICLE XIV **Understanding of Terms**

14. This Agreement represents the entire and integrated agreement between the County and the Coordinator and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.4 All Notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement as described in Article I, above.

14.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this date and year first above written.

This document approved as to form and legal sufficiency.

By: *Kristina Neal*
Title: *PCA*
Date: *9/14/11*

ESCAMBIA COUNTY, a political subdivision of the State of Florida by and through its Board of County Commissioners.

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Coordinator:
Pensacola Bay Transportation Company, LLC

J. M. Wilcox
J. M. Wilcox

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this day of September 2011, by J. M. Wilcox, of Pensacola Bay Transportation Company, LLC, who did not take an oath and who _____ is/are personally known to me, produced current driver's license as identification produced current Driver License as identification.

Brenda E. Mitchell
Signature of Notary Public

Brenda E. Mitchell
Name of Notary Printed



ESCAMBIA COUNTY



***Five Year
FY 2009/10 – 2013/14
Transportation
Disadvantaged
Service Plan
2011/12 Annual Update***

Adopted May 24, 2011

Coordinator

Pensacola Bay Transportation
Robert Dones, General Manager
3100 McCormick Street
Pensacola, FL 32514
Phone: (850) 476-8130
Fax: (850) 484-2701

LCB Chairperson

Commissioner Marie Young, Chairperson
Escambia County Local Coordinating Board

Planning Agency



West Florida Regional Planning Council:
Florida-Alabama TPO and Local Coordinating Board Staff
Vikki Garrett, Regional Planner II
Dorothy McKenzie, Administrative Professional
Post Office Box 11399
Pensacola, FL 32524-1399
Phone: 850.332.7976 / Toll Free: 800.226.8914
Fax: 850.637.1923
<http://www.wfrpc.org/>

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COORDINATING BOARD MEMBERSHIP CERTIFICATION

Escambia County, Florida

Name: Florida Alabama Transportation Planning Organization Address: P. O. Box 11399, Pensacola, FL 32524-1399

The Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

REPRESENTATION	MEMBER'S NAME	ALTERNATE'S NAME	TERM
(1) Chair (Elected Official)	Marie Young	Larry Vickrey (Vice Chair)	
(2) Elderly	John Clark	Ann Brown	2011-2014
(3) Disabled	Warren Jernigan	Frank Cherry	2010-2013
(4) Citizen Advocate	Sarah Johnson	Barbara Mayall	2010-2013
(5) Citizen Advocate/User	Cynthia Barnes	Jonita Taylor	2011-2014
(6) Veteran Services	Mark Brooks	Aleshia Hall	2011-2014
(7) Community Action	Larry Vickrey	Orlando Woodard	2009-2012
(8) Local Public Education	Vacant		2011-2014
(9) Florida Department of Transportation	Donnie Duce	Kathy Rudd	
(10) Department of Children and Families	Randy Fleming	Malva Weaver	
(11) Florida Department of Education	Michael Whitehead	Lisa O' Quinn	
(12) Department of Elder Affairs	Gwendolyn Rhodes	Voncile Goldsmith	
(13) Agency for Health Care Administration	Charles Beale	John Maraldo	
(14) Children at Risk	Linda Harris	Patricia Parker	2009-2012
(15) Private Transportation Industry	Carolyn Dubose		2010-2013
(16) Mass/Public Transit	Kenneth Gordon	Theo Lettman	
(17) Local Medical Community	Cheryl Henrichs	Wendy Perry	2009-2012
(18) Workforce Development Board	Susan Nelms	Bill Barron	

SIGNATURE: *Don Salter*

TITLE: *Chairman*

DATE: *6-9-11*

ESCAMBIA Member Certification 2011-2012

Local Coordinating Board – Roll Call Voting Sheet

The Local Coordinating Board for **Escambia County** hereby certifies that an annual evaluation of this Community Transportation Coordinator, **Pensacola Bay Transportation**, was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This **Escambia County Transportation Disadvantaged Service Plan** was reviewed in its entirety and approved by this Board at an official meeting held on **May 24, 2011**.

Date 6/8/11


Local Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged:

Date _____

Executive Director _____

**Escambia County Transportation Disadvantaged Service Plan
Local Coordinating Board for Escambia County Roll Call Vote**

Representation	Member	Meeting Attendance		Approval Vote		
		Present	Absent	Yes	No	Abstain
Elected Official – Chair	Marie Young	X		X		
Elderly	Ann Brown	X		X		
Disabled	Warren Jernigan / Alt Frank Cherry		X			
Citizen Advocate	Sarah Johnson	X		X		
Citizen Advocate/User	Cynthia Barnes		X			
Children At Risk	Linda Harris / Alt Patricia Parker		X			
Community Action	Larry Vickrey	X		X		
Local Public Education	Vacant					
FL Dept of Trans	Kathy Rudd	X		X		
Dept of Children & Families	Malva Weaver	X				X
FL Dept of Elder Affairs	Gwendolyn Rhodes	X		X		
FL Dept of Education	Michael Whitehead	X		X		
AHCA (Medicaid)	Charles Beale	X				X
Workforce Dev Board	Susan Nelms	X		X		
Veteran Services	Mark Brooks / Alt Aleshia Hall		X			
Mass/Public Transit	Tonya Ellis	X				X
Private Trans Industry	Carolyn Dubose		X			
Local Medical Community	Cheryl Henrichs	X		X		

General Information

The Transportation Disadvantaged Service Plan is an annually updated tactical plan jointly developed by the Planning Agency (West Florida Regional Planning Council) and the Coordinator (Pensacola Bay Transportation Company, LLC), which contains development, service, and quality assurance components. The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action.

The Federal Transit Administration modified several of its circulars for funding assistance in support of the federal Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Beginning in fiscal year 2007, projects selected for funding under the Elderly Individuals and individuals with Disabilities, Job Access and Reverse Commute (JARC), and New Freedom program must be derived from a Coordinated Public Transit-Human Services Transportation Plan. These projects should be identified within the Needs Assessment and Goals, Objectives and Strategies sections of the Development Plan. The plan must be developed through a process that includes representatives of public, private, and non-profit transportation and human service providers and participation by the public. Florida's Transportation Disadvantaged Service Plan is developed through the input of Local Coordinating Boards whose membership includes citizens, public transportation, and human service providers. In addition to being a statutory requirement of Chapter 427, the Transportation Disadvantaged Service Plan may also be used to satisfy this federal requirement.

Through the guidance and support of the Coordinating Board, both the development and service components should complement each other. The Local Coordinating Board plays an important role in the support, advisement, monitoring, and evaluation of the Coordinator based on the approved Transportation Disadvantaged Service Plan. Through the Local Coordinating Board's involvement in the review and approval of the plan, the Coordinating Board is able to guide and support the Coordinator in implementing coordination efforts and locally developed service standards that are consistent with the needs and resources of the community.

A Transportation Disadvantaged Service Plan must be developed and maintained for each service area as recognized by the Commission. An initial Transportation Disadvantaged Service Plan is due within 120 calendar days after the execution of the initial Memorandum of Agreement. The Service Plan will cover a five-year period, with annual updates for years two through five, due prior to July 1 of each subsequent year. The development and submission of the Service Plan and annual updates are the responsibility of the Coordinator, the Planning Agency, and the Local Coordinating Board. **In order to prevent any loss of funding, it is critical that the plan and updates are submitted timely.**

The Planning Agency is responsible for ensuring that the Transportation Disadvantaged Service Plan is completed, approved and signed by the Local Coordinating Board.

A copy of the Transportation Disadvantaged Service Plan will be furnished to the Community Transportation Coordinator and the Planning Agency after it has been executed by the Commission.

The general information provided in this section is from the Florida Commission for the Transportation Disadvantaged Instruction Manual for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan 2007/2008, Rev. November 2007).

According to Florida Statutes [ss 427.011(1)], Transportation Disadvantaged (TD) persons are defined as “those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, shopping, social activities, or children who are handicapped or high-risk or at risk as defined in s. 411.202.”

The primary goal of community transportation is to provide people with access to places for work, medical care, and shopping so that they can live vital, productive and rewarding lives. It is easy to take such access for granted in our society, yet the lack of transportation resources is a major barrier for many people who are unable to drive or do not have access to a car and must depend on friends or family to help them meet their basic daily needs. The inability to travel often leads to isolation, withdrawal from society and neglect of medical needs.

The Escambia County Transportation Disadvantaged Service Plan (TDSP) addresses the needs of elderly, disabled or economically disadvantaged people in Escambia County and reflects a careful review of various data, travel patterns, policies, agency responsibilities and funding to define a five-year detailed implementation plan (which is updated annually) to help meet those needs.

The TDSP is comprised of three parts:

Development Plan – identifies long term goals and objectives for the local program based on data provided. The goals and objectives offer accountability and opportunities to implement strategies to address the needs and gaps of local transportation for the disadvantaged.

Service Plan – identifies the operational and administrative structure as it exists today.

Quality Assurance – describes the methods utilized to evaluate the services provided by the Community Transportation Coordinator (CTC), transportation providers, and the Planning Agency. This section also discusses the local service standards established by the coordinating board that are used to monitor and evaluate the effectiveness of the system.

Development Plan

INTRODUCTION TO THE SERVICE AREA

The preparation and development of a Transportation Disadvantaged Service Plan (TDSP) provides agencies, coordinators, planners and citizens with a blueprint for coordinated service, a framework for service performance evaluation and a means to project vision in the transportation disadvantaged services for the future. A strategic approach has been used to develop this TDSP. First, an evaluation of the current strengths and weaknesses of the service area is accomplished. This includes compiling a database of demographics and existing conditions, and reviewing TD related plans and service providers. This will answer the question: Where are we? Secondly, there is an in-depth assessment of the goals and objectives, which will provide direction and answer the question: Where do we go from here? This is accomplished by reviewing the supply and demand of services and funding provided. An evaluation of existing services versus TD needs and demands is undertaken using a transportation service supply and condition approach. Thirdly, we answer the question: How do we get where we want to go from where we are? This is accomplished by developing a plan to achieve the service area's goals while building on the strengths and eliminating the weaknesses.

Background of the Transportation Disadvantaged Program

The State of Florida is a recognized leader of providing coordinated human services transportation for individuals that are transportation disadvantaged. In 1989, a major commitment to mobility in the State of Florida was formalized when the legislature revised Chapter 427 Florida Statutes (F.S.) creating the Florida Coordinated Transportation System (FCTS) and a dedicated funding source. The FCTS includes the Commission for the Transportation Disadvantaged (CTD); Designated Official Planning Agencies (DOPA); Community Transportation Coordinators (CTC); Local Coordinating Boards (LCB); Transportation Operators (TO); purchasing and funding agencies/entities; and most importantly, those in need, the Transportation Disadvantaged (TD). Chapter 427 defines TD persons as those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation. The legislation also includes children who are "high-risk" or "at-risk" of developmental disabilities.

The local organization providing the coordination as well as operational services for Escambia County is Pensacola Bay Transportation. They have been instrumental in providing transportation disadvantaged services to the community since 2004. A history of how Pensacola Bay Transportation came to provide services in Escambia County is discussed in the following section.

Community Transportation Coordinator Designation Date/History

From October 1988 to April 1990, coordinated transportation was provided in Escambia County by CTS Management Company, using a fleet of fifteen County owned vehicles. Approximately 441,280 vehicle miles of service were provided from October 1988 to December 1989.

In April 1990, CTS discontinued operation in Escambia County. In accordance with official action taken by the Board of County Commissioners on April 3, 1990, Escambia County became the designated transportation provider for the period April 23, 1990 through September 1, 1990. The County offered temporary employment to all drivers and clerical support staff employed by CTS. Service was provided for established routes in the morning and mid afternoon hours, and demand response between the hours of 9:00 A.M. and 2:00 P.M., Monday through Friday. No weekend service was provided except for limited, prearranged charter events for specific groups and agencies.

On February 19, 1990, Intelitran responded to a Request for Proposals (RFP) for the Escambia County Community Transportation Coordinator (CTC) that was issued by the Pensacola Urbanized Area Metropolitan Planning Organization (MPO). The Escambia County Local Coordinating Board (LCB) voted unanimously to recommend Intelitran as the CTC for Escambia County on May 11, 1990. The MPO voted to recommend to the Commission for the Transportation Disadvantaged (CTD) that Intelitran be designated as the CTC at its May 16, 1990 meeting and the CTD approved the recommendation at its June 13, 1990 meeting.

COMSIS/Intellitran had a contract to serve as the Community Transportation Coordinator for Escambia County, which was to expire on September 30, 1999. At the June meeting, the LCB voted to have staff advertise for letters of interest and qualifications from firms desiring to serve as the CTC for Escambia County. Seven companies responded to the advertisement and staff sent a letter requesting further information from these firms with the stipulation that the response be received by staff by September 21, 1998. The only company to respond was COMSIS/Intellitran.

Intelitran (currently called ATC) responded to subsequent RFPs and maintained the contract with the Commission to serve as the CTC for Escambia County through November 2003, when they resigned as CTC due to a reduction of Medicaid funds and a proposed fixed monthly allocation for Medicaid Non-Emergency Transportation. The CTD appointed Pensacola Bay Transportation as CTC on an emergency basis, December 1, 2003 through June 30, 2004, pending an RFP by the MPO.

A regular RFP was then issued for a permanent CTC. Pensacola Bay Transportation was again chosen and is currently the CTC for Escambia County. Since 2004, Pensacola Bay Transportation has consecutively maintained the CTC contract through two procurement periods.

Organization Charts

Organizational charts have been included in the appendices. The charts identify those involved in the provision of service, from the Commission for the Transportation Disadvantaged, through the local Coordinating Board, to the Community Transportation Coordinator and the Planning Agency, and to the consumers. The Transportation Disadvantaged Program Concept Chart is shown in Figure 1 and the CTC Organization Chart is shown in Figure 2.

Consistency Review of Other Plans

The Transportation Disadvantaged Service Plan is consistent, where applicable, with local government Comprehensive Plans, Regional Policy Plans, Transit Development Plans, Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, MPO Long Range Transportation Plans, and Transportation Improvement Programs.

This section summarizes and reviews all relevant previous plans, studies and documents pertaining to the Transportation Disadvantaged program in the service area. The following plans have been found to be relevant and are summarized and reviewed here. They are:

- Local Government Comprehensive Plans
- Regional Policy Plan
- Transit Development Plan
- Commission for the Transportation Disadvantaged 5yr/20Yr Plan
- Long Range Transportation Plan
- Transportation Improvement Program

Local Government Comprehensive Plans

For this minor annual update, it was decided to not include the consistency review of the comprehensive plans, which would include Escambia County, Town of Century and the City of Pensacola. The review of the comprehensive plans will be included in the next annual or 5-year update.

Regional Policy Plan

On May 20, 2004, a new regional transportation planning partnership of the four western counties in West Florida was created. The new "Northwest Florida Regional Transportation Planning Organization," a partnership of the then Pensacola Metropolitan Planning Organization (MPO), serving Escambia and Santa Rosa Counties, and the Okaloosa – Walton Transportation Planning Organization (TPO), serving Okaloosa and Walton Counties, was created by interlocal agreement using Chapter 163, Florida Statutes, as its basis and written to comply with the new requirements for regional transportation coordination in Paragraph 339.175(5)(i)(2), approved by the Legislature in 2003. The new legislation authorized contiguous metropolitan planning organizations and individual political subdivisions to enter into agreements to coordinate transportation plans and policies.

This process began as a result of Census 2000, which illustrated that the Fort Walton Beach Urbanized Area extended westward, well beyond the Okaloosa County Line, resulting in an intrusion of almost 5 miles to Navarre in Santa Rosa County. Traffic patterns clearly indicate a high number of residents of Navarre head to Okaloosa County for jobs and shopping. Since much of the developed portion of Santa Rosa County is within the Pensacola Urbanized Area and Santa Rosa Commissioners have sat on the Pensacola Metropolitan Planning Organization since the mid-1970s, the Pensacola MPO and Okaloosa-Walton TPO each adopted a policy to maintain separate organizations, using the Santa Rosa-Okaloosa County Line as the boundary, during reorganization in 2003.

However, the Florida Department of Transportation also noted the overlap of urbanized areas, prompting the Secretary Tom Barry to write letters to each organization in February 2003, recommending two options: either merge into a single metropolitan planning organization spanning the four-county region; or establish a formal process to coordinate and develop a regional transportation plan and priorities. Creation of the Northwest Florida Regional Transportation Planning Organization was the start of implementing a formal coordination process resulting in a regional transportation plan and priorities.

The members of the Northwest Florida Regional TPO are the Florida-Alabama TPO (formerly Pensacola MPO) and the Okaloosa-Walton TPO. Each organization appoints eight representatives to the Regional TPO, for a total of sixteen voting representatives. Non-voting representatives are the Secretary of the Florida Department of Transportation District 3 and the Chairman of the Eglin Air Force Base Encroachment Committee.

The Northwest Florida RTPO's activities include identifying regional significant transportation projects, which improve mobility across county and metropolitan planning area boundaries. A regional transportation network map and priorities were adopted on September 21, 2005.

A primary focus for the RTPO is the challenge along the US 98 corridor of encroachment, environmental protection, evacuation, and economic growth. A workshop was held on February 2, 2005 to address these issues. The workshop brought together federal and state transportation officials, state legislators, members of all the transportation planning organizations between Baldwin County, Alabama and Bay County, Florida and other stakeholders.

The Regional Transportation Network Criteria adopted on September 21, 2005 is as follows:

Regionally significant transportation facilities and services are those that serve regional transportation needs, such as access within the region and access to and from areas outside of the region. These facilities and service include:

(a) Corridors – highway, waterway, rail, fixed guideway, and **regional transit corridors** serving military, major regional commercial, industrial, or medical facilities; and

(b) Regional Transportation Hubs – military installations, passenger terminals (e.g., commuter rail, light rail, intercity **transit**, etc.), commercial service and major reliever airports, deepwater and special generator seaports, and major regional freight terminals and distribution centers.

Regionally significant facilities exhibit one or more of the following characteristics:

- ◆ Serves the goals of the Strategic Intermodal System (SIS) and the Florida Intrastate Highway System (FIHS),
- ◆ Facility is, or provides service to, regional transportation hubs, including those listed in Paragraph (b),
- ◆ Facility or service is an integral part of an interconnected regional transportation network,
- ◆ Facility is included on the STRAHNET System to meet military mobility needs,
- ◆ Facility or service provides for interstate travel and commerce and is important to the economic vitality (tourism) of the region,
- ◆ Facility or service crosses county or state boundaries,
- ◆ Roadway facility is functionally classified as an arterial roadway,
- ◆ Facility serves as a hurricane evacuation or emergency support route, which provides access to Logistical Support Areas (LSA),
- ◆ Facility or service is used by a significant number of persons who live or work outside the county in which the facility or service is located,
- ◆ Facility or service is a fixed guideway transit facility (includes ferry service) that offers an alternative to regional highway travel, or
- ◆ Facility provides connection to institutions or higher learning or major medical facilities.

Facilities and services that are determined to be regionally significant do not have to be part of the State Highway System.

Transit Development Plans

Major updates to the three Transit Development Plans for the area are being conducted at the same time. The areas being covered are: (1) Bay County & eastern South Walton County; (2) Escambia County & surrounding counties; and (3) Okaloosa County, western South Walton County & Navarre.

Since the updates are at the same time for the three areas, in essence we will have a regional plan. The data gathered and survey information obtained will help to identify overlaps or possible coordination in service. Public involvement events including surveys have begun for all three areas. The next TDSP annual or 5-year update will include an overview of the results of the Transit Development Plans.

Commission for the Transportation Disadvantaged 5Yr/20Yr Plan

The TDSP is consistent with the Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, specifically the following key areas:

CTD Mission: To ensure the availability of efficient, cost effective and quality transportation services for transportation disadvantaged persons.

Guiding Principles: (1) Remember the customer/rider's needs first. (2) The Commission should work together in a collaborative and creative manner. (3) Promote the value and quality of service while looking for opportunities.

The Commission will be able to measure progress towards vision attainment by evaluating annual changes in the following performance measures: (1) cost per trip; (2) CTD cost as a percentage of total trip cost; (3) federal funding for TD; and (4) state funding for TD.

The quality of TD services will be measured by the expectation that a qualified individual will be picked up in a reasonably reliable, timely, safe and professional manner, as appropriate, given the locale.

The Commission will be able to measure progress towards vision attainment by evaluating annual changes in the following performance measures: (1) number of trips provided; (2) number of passengers/customers served; and (3) number of passenger complaints.

Maintain and preserve an efficient and effective transportation infrastructure that is accessible to all eligible transportation disadvantaged citizens while meeting the needs of the community.

The Commission will be able to measure progress towards vision attainment by conducting annual surveys and evaluating changes in the survey responses.

Establish a statewide and transportation disadvantaged system that functions seamlessly by coordinating service and operations across local government lines and that is flexible enough to accommodate and link special riders with providers.

The Commission will be able to measure progress toward vision attainment by evaluating annual changes in the following performance measures: (1) cost per trip; (2) number of passengers/customers served; and (3) trips per passenger.

Florida-Alabama TPO Long Range Transportation Plan

The Long Range Transportation Plan is at least a 20 year plan for transportation improvements (roads, public transportation, and bicycle/pedestrian) within the urbanized area. The last plan was adopted on December 14, 2005 and amended on August 21, 2007, which included a planning timeframe through 2025. The Cost Feasible Plan includes funding for transit operations at \$150,000 per year from 2011 to 2025.

The 2025 Long Range Transportation Plan is in the process of being updated and will include a planning timeframe through the year 2035. The 2035 Cost Feasible Plan was completed in February 2011 and funding has been identified for transit. The Final and Summary Reports are to be completed soon.

Since the Long Range Transportation Plan is in the process of being updated, the next TDSP annual or 5-year update will include a review of the Florida-Alabama 2035 Long Range Transportation Plan.

Transportation Improvement Program

The purpose of the Transportation Improvement Program (TIP) is to provide a project listing that reflect the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area. It contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the TIP as a "prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a MPO (metropolitan planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53" [23 C.F.R. 450.104]. Florida Statutes requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R. 450.324(d)].

The TIP is developed by the Florida-Alabama TPO in cooperation with the Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), Escambia County Area Transit (ECAT), and Baldwin Rural Area Transportation Systems (BRATS). These cooperating agencies provide the Florida-Alabama TPO with estimates of available federal and state funds for use in development of the financial plan. The TIP is financially constrained for each year and identifies the federal, state, and regionally significant projects that can be implemented using existing revenue sources as well as those projects that are

to be implemented through use of projected revenue sources based upon the FDOT and ALDOT Final Work Programs and locally dedicated transportation revenues.

Transit projects are drawn from the TPO Five Year Transit Development Plan and the local transit operator provides priorities to the TPO. Projects for Community Transportation Coordinator (CTC) and the Escambia County Area Transit (ECAT) fixed route services are included in the TIP. The FTA is the primary funding source for ECAT projects, with supplementation by matching grants by the city of Pensacola and Escambia County. The CTC receives funding directly from the Florida Commission for the Transportation Disadvantaged.

The current Florida-Alabama TPO Transportation Improvement Program (TIP) for FY 2010/2011 – 2014/2015 was adopted on June 9, 2010 and amended on April 13, 2011. This TDSP is consistent with the Transportation Improvement Program.

Public Participation

The Escambia County Transportation Disadvantaged Board includes representatives of public, private, and non-profit transportation and human services providers as well as the public to participate in the development and update of the Escambia County Transportation Disadvantaged Service Plan. The list below includes public participation activities.

Months	Event	Activity
March	Int'l Wheelchair Tennis Tournament	Provide transportation.
	TD Day	Transport clients and talk with legislators about pending transportation issues.
	CTD Medicaid Reporting Training	Received training on the new reporting elements of Medicaid.
April	Emergency Preparedness Conference	Received training.
May	Pen Wheel Fishing Rodeo	Provide transportation and informational packets and assisted volunteers.
	UWF Dept of Education	Table with information about services to increase public awareness.
Sept	West FL Medical Center	Collaborated with Planning Council & Medicaid for emergency personnel & health care providers.
Oct	West FL Medical Center	Social Worker Quarterly Meeting
	Disability Summit Council Awards Lunch	Event planning, promotion and provide transportation. Give information.
Nov	VA Stand Down	Provide transportation and informational packets.
Dec	Pen Wheel Christmas Party	Provide transportation.
The CTC attended monthly meetings of Disability Summit Council, Veterans Stand Down & Vets to VA		
PBT participates in Quarterly United We Ride issues.		
PBT lobbied in Tallahassee for TD Funding.		

SERVICE AREA PROFILE/DEMOGRAPHICS

For this annual update, it was decided to not include the entire section on demographics since the data from the last 5-year update is outdated and the 2010 census information has not been released. The demographics data will be updated once the 2010 census information is made available. Comparisons will be made between the 2000 and 2010 census information at that time.

Service Area Description

Escambia County has a total area of 876 square miles (662 square miles of land and 213 square miles of water). Escambia County is Florida's westernmost county and is border by Alabama to the North and West, Santa Rosa County to the East, and the Gulf of Mexico to the South. The county seat is Pensacola, Florida.

SERVICE ANALYSIS

The analysis of Pensacola Bay Transportation's service is composed of three criteria: forecasts of transportation disadvantaged population, needs assessment, and barriers to coordination.

Forecasts for Transportation Disadvantaged Population

Guidelines were developed for the Commission for the Transportation Disadvantaged and intended to provide consistency among TD population estimates across the state. The state's Coordinated Transportation System serves two population groups. The first group, the Potential TD Population includes persons who are elderly, disabled, or low-income and children who are a high risk or at-risk.

Persons in the first group are eligible to receive government and social service agency subsidies for transportation trips. In addition to the subsidies received by the first group, the TD Population is eligible to receive transportation trips paid for with TD Trust Fund monies for general transportation requirements which include trips to such places as: work, the grocery store and for non-Medicaid medical appointments.

Table 1 below summarizes the Forecasts of the "Potential" Transportation Disadvantaged Population in Escambia County from 2008 – 2013.

TABLE 1

Forecasts of Escambia County's Potential Transportation Disadvantaged Population 2008 – 2013						
Market Segment	2008	2009	2010	2011	2012	2013
Disabled, Non-Elderly, Low Income	3,250	3,264	3,278	3,293	3,307	3,321
Disabled, Non-Elderly, Non-Low Income	15,322	15,389	15,456	15,522	15,590	15,658
Disabled, Elderly, Low Income	2,950	3,010	3,071	3,133	3,197	3,261
Disabled, Elderly, Non-Low Income	17,537	17,892	18,255	18,625	19,002	19,388
Non-Disabled, Elderly, Low Income	5,200	5,305	5,412	5,522	5,634	5,749
Non-Disabled, Elderly, Non-Low Income	30,907	31,534	32,173	32,825	33,490	34,168
Non-Disabled, Non-Elderly, Low Income	41,890	42,072	42,255	42,438	42,622	42,808
Potential TD Population	117,056	118,466	119,900	121,358	122,842	124,353

Source: CUTR and WFRPC.

The second group, the TD Population, is a subset of the first group and includes those persons who are Transportation Disadvantaged according to the eligibility guidelines in Chapter 427 F.S. The County's estimated Transportation Disadvantaged Population for 2008 was 29,932 which totaled 9.4% of the County's Population of 317,553. The Transportation Disadvantaged Population is estimated to increase to 32,019 by the year 2013. A forecast of each market segment for the Transportation Disadvantaged Population for 2008 to 2013 is located in Table 2.

TABLE 2

Forecasts of Escambia County's Transportation Disadvantaged Population 2008 – 2013						
Market Segment	2008	2009	2010	2011	2012	2013
Transportation Handicapped, Non-Elderly, Low Income	1,129	1,133	1,138	1,143	1,148	1,153
Transportation Handicapped, Non-Elderly, Non-Low Income	5,320	5,344	5,367	5,390	5,413	5,437
Transportation Handicapped, Elderly, Low Income	2,388	2,436	2,486	2,536	2,587	2,640
Transportation Handicapped, Elderly, Non-Low Income	14,194	14,482	14,775	15,075	15,381	15,692
Non-Transportation Handicapped, Low Income, No Auto, No Public Transit	6,901	6,940	6,979	7,018	7,058	7,097
Transportation Disadvantaged Population	29,932	30,335	30,745	31,162	31,587	32,019

Source: CUTR and WFRPC.

Needs Assessment

In assessing the transportation (service and capital purchase) needs and demands for individuals with disabilities, elderly, low income, and high risk and at-risk children, the following projects with estimated costs and funding sources have been identified and are summarized in Table 3 below.

TABLE 3

Project	County	Estimated Cost	Funding Source
Provide rural transportation services in Escambia County.	Escambia	\$ 130,000	USC 5311
Purchase four replacement paratransit vehicles to provide transportation for the elderly, disadvantaged and disabled citizens in Escambia County.	Escambia	\$ 300,000	FL Transportation Disadvantaged Commission
Provide capital improvements for transportation disadvantaged by expanding the fleet inventory with two paratransit vehicles.	Escambia	\$ 150,000	USC 5311 American Recovery & Reinvestment Act (ARRA)
CTC or Sub-recipient Human Service Agencies to purchase replacement (R) or expansion (E) paratransit vehicles to provide transportation for the elderly and disabled. Sub-recipients will arrange appropriate Coordinated Contract Agreement with the CTC.	Escambia	TBD	USC 5310
Provide 50% match for vouchers purchased by local medical and other human service providers within Escambia & Santa Rosa Counties.	Escambia & Santa Rosa	Based on usage	USC 5317 New Freedom
Implement fixed route service along Hwy 90 Corridor connecting Santa Rosa & Escambia Counties.	Escambia & Santa Rosa	To be awarded	USC 5316 Job Access Reverse Commute (JARC)
Increase frequency on fixed route service from urbanized Escambia County to service-related jobs on Pensacola Beach.	Escambia	To be awarded	USC 5316 Job Access Reverse Commute (JARC)
Purchase one wheelchair-accessible vehicle and capital equipment for local social services agency to provide accessible transportation for the multiple services to the severely disabled.	Escambia & Santa Rosa	To be awarded	USC 5317 New Freedom
Local transit agency to coordinate a community wide Mobility Management Program: provide one-stop resource information for all community transportation and implement a bus stop accessibility study.	Escambia & Santa Rosa	To be awarded	USC 5317 New Freedom
Purchase one vehicle and capital equipment for local social services agency to initiate additional transportation service providing for job training and job support to the disabled community.	Escambia & Santa Rosa	To be awarded	USC 5316 Job Access Reverse Commute (JARC)

Provide paratransit transportation for the disabled citizen residing in incorporated service area and within ¾ mile of a fixed route.	Escambia	\$1,144,120	Escambia County Area Transit-ADA Service
Establish transportation services with Agency for Persons with disabilities to provide safe, reliable, cost efficient, coordinated transportation.	Escambia	\$ 375,000	Agency for Persons with Disabilities (APD)
Provide transportation services for other human services Organizations, farebox, donations, through transportation Services coordinated by the CTC.	Escambia Century McDavid Bratt Molino Portions of Cantonment & Beulah	\$ 267,000 \$1,680,000 \$ 36,000 \$ 150,000 \$ 50,243 \$ 44,000 \$ 185,600	CTD-TD Medicaid County Older Americans DOE-VR DOE-Other Farebox/Co-pay

Barriers to Coordination

The following are continued barriers to adequate coordination within the Escambia County area:

- A. Lack of commitment with scarce tax dollars.
- B. Perception that coordinated transportation is for “the poor.”
- C. Not enough funding to cover demand.
 - a. Securing Local funding.
 - b. Specific issues directly related to funding sources.
- D. Reluctance of some medical providers to cooperate with transportation coordinator.
- E. Agencies that are receiving state and/or local dollars do not comply with Chapter 427 of FL Statutes.
- F. Out-of-area trips are mainly Medicaid - CTC has to provide more than transportation, including lodging for out-of-area trips.
- G. Maintaining compliance for maximum hours driven – CTC sends more than one driver on out-of-area trips to prevent driving over maximum 12 hours; therefore, causing shortage of in-county drivers for that period.

GOALS, OBJECTIVES, AND STRATEGIES

Develop goals, objectives and strategies for the local coordinated transportation program. Goals, objectives, and strategies are critical to the implementation of the Transportation Disadvantaged Service Plan. They are important policy statements that have been carefully considered by the Coordinator and the Planning Agency with the direction and support of the Coordinating Board. They represent a statement of local policy that will be used to manage the future transportation disadvantaged program within the service area. The plan for advancing from where you are today to where you need to be should be presented in this section through long range goals, specific measurable objectives, and strategies.

A goal is a statement of purposed intended to define an ultimate end or condition. It reflects a direction of action, and is a subjective value statement. Goals may include more than one objective. That is, there may be more than one milestone necessary to achieve a goal.

An objective is a specific, measurable action that can be taken toward achieving the goal. Objectives should be dated. Deficiencies and corresponding corrective actions, as well as any service improvements or expansions should be identified within this section as dated objectives.

Strategies are specific actions that will be taken to achieve the objectives. These represent priority actions that will be carried out as part of the planning or quality assurance activities. For accountability purposes, the annual evaluation of the Coordinator should assess both the progress on the strategies themselves and how well the strategies that have been implemented advance the progress towards reaching or achieving the corresponding objectives.

The following Goals and Objectives were updated. The Objectives and Strategies are consistent with previous year's Objectives and Strategies. Some wording has been updated to include specific dates and proposed JARC and New Freedom Projects. The goals are categorized into service availability, efficiency, quality of service, necessary funding and program accountability. The strategies are pursuant to adequate funding available.

GOAL 1: Ensure availability of transportation services to the Transportation Disadvantaged

OBJECTIVES	STRATEGIES
1. Provide service to riders who only have paratransit service as a means of transportation.	<ul style="list-style-type: none"> a. Continue to work with others such as Vocational Rehab, FDOT, Medicaid, CTD, and COA. b. Continue to pursue work related transportation opportunities by meeting with agencies. c. Maximize cooperation between entities not involved in the Florida Coordinated Transportation System. d. Network with other Community Transportation. e. Coordinate by sharing system improvements and funding opportunities with providers who receive FTA, DOT, Medicaid and CTD funding. f. Utilize agency input to assist in developing policies, planning, and procedures.
2. Continue to promote passenger and general public awareness of all transportation services.	<ul style="list-style-type: none"> a. Update public educational information on transportation services. b. Enhance informational materials for riders of the system and upgrade when necessary. c. Continue to give at least 10 presentations a year to develop public awareness and educate groups about the system. d. Update company website to include system material.

GOAL 2: Ensure cost-effective and efficient transportation services.

OBJECTIVES	STRATEGIES
1. Deliver effective service by the most cost effective means.	<ul style="list-style-type: none"> a. Monitor and report number of trip denials. b. Monitor and report number of no-shows and take corrective action when necessary. c. Report system efficiency, cost effectiveness monthly to management and identify best practices that would improve the cost effectiveness of the entire system. d. Monitor trips per hour. e. Continue monthly Medicaid reporting to the CTD. f. Continue quarterly LCB reporting.
2. Transfer appropriate paratransit riders to fixed-route transit.	<ul style="list-style-type: none"> a. Transfer three appropriate paratransit riders per month to fixed-route transit.

GOAL 3: Ensure quality of service provided to the Transportation Disadvantaged

OBJECTIVES	STRATEGIES
1. Maintain courteous and respectful customer relations.	<ul style="list-style-type: none"> a. Conduct customer service training for all new employees and update required training for all existing employees. b. Educate individual and agency customers of all applicable transportation policies and procedures. c. Use rider survey feedback and AOR complaints/comcommendations as tools to encourage entire staff to improve consistently excellent service in the safest manner. d. Continue to conduct quarterly safety sensitivity training.
2. Ensure and improve customer comfort.	<ul style="list-style-type: none"> a. Continue preventive maintenance checks including AC, heat, seat belts, and lift equipment. b. Continue visual checks on lights, seats and flooring inside the vehicle.

3. Ensure and improve customer safety.	<ul style="list-style-type: none"> a. Conduct safety training as required for new employees and update for existing employees. b. Report all accidents and road call records. c. Maintain PBT's System Safety Program Plan, Hazard and Security Plan, and Maintenance Program Plan. d. Drivers will continue to report daily inspection logs and any discrepancies must be reported immediately so corrective action can be taken. e. Educate nursing homes and dialysis units the importance on preparing clients for transportation in a timely manner preventing unnecessary delay for that vehicle schedule.
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GOAL 4: Ensure necessary funding to support the program

OBJECTIVES	STRATEGIES
1. Solicit funds to meet more of the trip demand.	a. Seek funding from local government to provide local match for transportation services while pursuing private funding through community involvement with local businesses and agencies.
2. Encourage all human service agencies to identify and assign adequate funding to meet transportation needs of their clients.	<ul style="list-style-type: none"> a. Encourage all area human service providers to attend Local Coordinating Board meetings. b. Encourage all agencies to list transportation costs as a separate budget line item to encourage a dedicated transportation allocation for their clients. c. Provide 50% match for voucher purchased local, Medicaid and human services providers within Escambia County. d. The planning agency (WFRPC) will monitor Intergovernmental Coordination and Response request and update the CTC and LCB of grants involving transportation disadvantaged services.
3. Encourage local government to include paratransit services in FTA grant.	a. Continue to stress the need for local government to review data from the CTC and surrounding counties to see the importance of its involvement in paratransit.

GOAL 5: Ensure program accountability

OBJECTIVES	STRATEGIES
1. Comply with procedures, rules and regulations outlined by Florida Legislature and the Transportation Disadvantaged Commission.	a. Comply with contract standards and submit an accurate Annual Operating Report including all Purchase of Service and Coordination Contracts data. (Continuous)
2. Provide uniform, accurate, and timely submittal of data for contract requirements.	a. Comply with the Community Transportation Disadvantaged contract requirements. (Continuous)
3. Collect, compile report and maintain necessary data for program evaluation.	a. Prepare a quarterly report to the LCB outlining activities over the quarter. (Quarterly)

IMPLEMENTATION SCHEDULE

Increasing system efficiency is a primary component of this Implementation Plan. The implementation plan also involves execution of the plan's policies and goals & objectives. For the TDSP, the implementation plan identifies actions and activities, type of action required, responsible entity for taking the action, and the timing. The Community Transportation Coordinator will provide an overview of the ongoing system improvements and review steps, as well as provide a timeline for actions and strategies to meet the above stated goals.

Action/Strategy	Responsible Agency	Time Frame to be Completed
Continue to collaborate with agencies such as Vocational Rehab, FDOT and Workforce Development.	CTC	June 2012
Coordinate with organizations who have received federal 5317 New Freedom funding for transportation service to people with disabilities.	CTC	Continuous
Complete update of Maintenance Plan, System Safety Program Plan, Hazard and Security Plan.	CTC	June 2012
Collaborate with Santa Rosa County and Florida-Alabama TPO to initiate Santa Rosa Transit public transportation service, made possible by the Federal Section 5316 Job Access and Reverse Commute (JARC) program.	CTC	Ongoing
Network with other Community Transportation Coordinators by sharing system improvements and funding.	CTC	Continuous
Update website for educating public on transportation services.	CTC	June 2012
Update informational materials (brochures) for riders of the system and upgrade when necessary.	CTC	Continuous
Monitor and report number of no-shows and take corrective action when necessary.	CTC	Continuous
Reward employees for excellent service through internal customer service recognition.	CTC	Quarterly
Provide employee customer service training throughout the year. Pursue additional employee training opportunities.	CTC	Continuous
Use rider survey comments and AOR complaints/commendations as tools to encourage drivers consistently to provide excellent service in the safest manner.	CTC	Continuous
Highlight safety practices by employees through internal safety Briefing program.	CTC	Quarterly
Conduct safety training as required for new employees and updated For existing employees.	CTC	Immediate & Continuous
Report all accident and road call records to DOT, TD Commission and other appropriate necessary agencies.	CTC	Immediate & Continuous

Maintain dialogue with health care facilities to enhance coordination of appointment times.	CTC	Continuous
Encourage area human service providers to attend Local Coordinating Board meetings.	CTC	July 2011- June 2012
Provide fuel reimbursements to Medicaid beneficiaries for out of County transportation.	CTC	Continuous
Comply with contract standards by submitting an accurate Annual Operating Report including all Purchases of Service and Coordination Contracts data.	CTC	Continuous
Comply with the Community Transportation Disadvantaged contract requirements.	CTC	Continuous
Prepare a quarterly report to the LCB outlining activities over the Quarter.	CTC	Quarterly

Capital Expenses have been summarized in Table 4 below and demonstrates the CTC's projected capital replacement / expansion plan, primarily for rolling stock (vehicles).

TABLE 4

Fleet Replacement	FY 2011/12
(3) 15-passenger vans	\$ 45,000
(2) Cutaway Buses	\$130,000
TOTAL	\$175,000

Service Plan

OPERATIONS

The operations element is a profile of the Coordinator's current system which provides basic information about the Coordinator's daily operations. This element is intended to give someone with little or no knowledge of the transportation operations an adequate level of understanding. A Glossary of Terms is provided in the appendices of this plan.

Types, Hours and Days of Service

The coordinated system provides service to the urbanized and non-urbanized area of the county 24 hours per day, 7 days per week, and 365 days per year. Sunday through Saturday service provided according to demand. The program offers a door-to-door, advance reservation service to ambulatory and non-ambulatory clients who are funded through the coordinated agencies. Stretcher service is only provided for Medicaid non-emergency transportation.

These services are provided through either:

- a. Subscription Service: Is a regularly recurring service for which trips, routes, and vehicles are prearranged.
- b. Advance Reservation: A trip request, which is reserved 1 to 14 days in advance depending on funding agency.
- c. High Volume Group: A high volume group is defined as transportation arranged for the same 7 or more clients riding together for five days a week, from different locations, who have the same pick up and return times, and will be transported to the same destination.
- d. Demand Response: Urgent same day request. Will be evaluated on a case-by-case basis and must be approved by a supervisor.

Clients or agencies calling for subscription service (standing orders) or for the high volume group trips, need only call one time to establish a client file and the needed trip information. As long as there are no changes entered, the trips will be assigned to a vehicle and will automatically print to that vehicles schedule at the set times and days requested.

Acceptable para-transit demand response trips are normally for urgent care and verified with the appropriate doctor's office. All approved demand response trips scheduled on seat availability and a vehicle being in close proximity heading in the direction of the trip request destination. Non-emergency stretcher service is available through the CTC for Medicaid beneficiaries only.

When arranging transportation, the caller is responsible for providing the date, the appointment time, the return time, the pick-up address, the exact destination address to include building and suite numbers and what mobility device (wheelchair, scooter, walker, child restraint seats, escorts, etc.) will be used if any. Given the reason for the trips, the reservationist will instruct clients when to be ready for pick up prior to the appointment time.

In the urban area, the pick-up time is normally one hour prior to the appointment. Reservationist will then read the trip information back and have the caller verify that the information is correct. All trips are required to provide a return time. Scheduled pick up and return time pickups have a 30-minute window. In the event a return time is not available (dialysis, doctor's office, etc.), the client can opt for a will call return. Your return trip is activated when we receive a call saying the client is ready to go. The vehicle will pick you up within 90 minutes.

The CTC has experienced some problems with nursing homes and dialysis facilities not having all the requirements for transport. This creates delays for other clients riding on the same vehicle. To reduce the recurrence of this problem, an effort has been made to educate the facilities on the importance of having all the requirements for transport.

For clients living in the northern rural part of the county (from Kingsfield Road north), a shuttle service is available Monday through Friday. There is one morning shuttle at 7:00 a.m. and one afternoon shuttle at 1:30 p.m. heading south from the northern most rural area. Returns to the rural areas area at 11:30 a.m. and 4:00 p.m. Clients are picked up at their homes and then dropped at one of seven different destinations in the urban area. If the destination is along the route, clients can be dropped at the door. Additional shuttles may be added in the future based on demand.

Accessing Services

This section includes detailed information regarding: (a) the phone number and office hours in which services can be scheduled. Include alternative communications such as internet reservations and Relay Service; (b) the method and advanced notification time required to obtain services; (c) an explanation of the cancellation process and requirements; (d) no show procedure (both Coordinator and rider), including any applicable penalties; and (e) procedures for dispatching backup service or after-hours service.

(a) Phone numbers and office hours.

Pensacola Bay Transportation is the Community Transportation Coordinator (CTC) for Escambia County.

The office is open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.

Agencies may call the office as early as 8:00 a.m. by calling on the agency line (850) 477-5256.

Trip requests from the public can be arranged by calling (850) 476-8130.

Hearing impaired clients may utilize the Florida Relay System by calling 1-800-955-8770.

Afterhours the phone system will send you to the dispatch office at (850) 484-2653 to answer any questions concerning your immediate transportation request.

Trip reservations for Saturday and Monday will be taken on Friday until 4:30 p.m.

The CTC reserves the right to request that clients make reasonable adjustments in pick up times to effectively provide shared ride trips.

(b) Advanced notification. Prior day request is required. Requirement for Medicaid is 72 hours (3 days) and prior day request for ADA.

(c) Cancellation requirements. You may call our office to cancel a ride on the day of that trip. Cancellations should be done in enough time to inform the driver before leaving to pick up the client, two hours or more prior to the appointment time. The CTC's office is the only entity to call to cancel trips that will be occurring

on future dates. The CTC office number is (850) 476-8130. Clients should never cancel future trips by means of a driver or a carrier.

(d) No show procedure. Failure to cancel a trip in the proper manner may result in a “no show.” A no show occurs when:

1. The client is not ready within the five-minute window given at time of pick-up.
2. The client is not at the pre-arranged pick up point.
3. The client refuses to go when the driver arrives.
4. The client refuses to pay the required fee.

ADA does not allow automatic cancellation of return trip.

Penalties. Actions for excessive no-shows.

1. After a second now show occurs, a letter of warning is sent to the client from the CTC.
2. If a third infraction occurs within sixty days, a letter notifying the client that they have been suspended from service for a 30-day period will be sent out by the CTC.
3. Once the client has been reinstated and another three infractions occur within a sixty day period, the suspension is extended to 45 days. Once the client has been reinstated again and another three infractions occur within a sixty day period, the suspension will be extended to 60 days. The sponsoring agency may contact the CTC and reinstate their suspended client when unique situations result in a suspension. The agency is responsible for counseling the clients so future no-shows will be minimized.

There may be occasions when a client is not picked up through no fault of the client (CTC error). This is not a *no-show*. When this type of error occurs and the CTC’s office is alerted, we will make every effort to return this trip into a priority trip.

Any client who rides under a co-payment program (non-sponsored, Medicaid, or ADA) is responsible for payment each time they board the vehicle. All co-pays are the responsibility of the client.

Medicaid clients who are unable to make the co-payments, are required to sign an obligation of payment notice. Service will be provided after the client has paid the co-pays. Co-pay tickets can be paid in advance in increments of fifty cents or one dollar tickets.

A monthly invoice will be mailed to the client for payment to recoup monies owed.

(e) Backup / after-hours service. Whenever there is a delay due to a mechanical breakdown, traffic or weather conditions, the driver of the vehicle is responsible for making radio contact with the dispatcher and alerting them of the situation. The dispatcher will make every effort to contact the various agencies and/or family members of those clients.

When the cause of the delay is a breakdown or an accident that has disabled the vehicle, other available vehicles will be dispatched to assist in the transport of those clients.

In the event of an accident, the driver will immediately begin to check for any possible injuries. The driver will contact the dispatcher and report the accident and request assistance (ambulance, police, agencies) if needed. The dispatcher will then contact the Safety Manager and the General Manager to notify them of the accident. Other vehicles will be dispatched to assist in the transport of the clients. A detailed accident report will be completed by the driver, the dispatcher and the Safety Manager within 24 hours.

Eligibility

Medicaid. All Medicaid clients are required to complete and submit a Medicaid Eligibility Verification Form. This form must be received by the CTC prior to receiving service. The only exception to this rule would be new Medicaid clients needing urgent care. If eligible, the client is transported and permitted to submit an application within 30 days. The application helps determine the most economical means of travel for that client including the fixed route service.

Medicaid clients, who are capable of riding the fixed route service, are given bus passes from the CTC. These clients call in their reservation a minimum of 3 business days prior to the appointment.

The CTC in conjunction with the local Medicaid office has established a bus pass program. This offers the rider the use of unlimited fixed route transportation on a frequent rider basis (four or more one-way medical trips per 30 days); however, the client would only be eligible to ride the door-to-door paratransit service when the fixed route service is not running. Medicaid recipients will receive an eligibility determination letter explaining the method of transportation they qualify for and a Rider's Handbook explaining the policies of the program.

Non-Sponsor. The CTC is responsible for verifying eligibility for the Transportation Disadvantaged Non-Sponsored program. To become eligible for this program, an application must be completed and submitted to the CTC's office. In order to be eligible, the individual submitting the application must have no other means of transportation available and at least one of the following:

1. a medical statement notifying the CTC of a physical or cognitive disability,
2. be over the age of sixty, or
3. have an economic hardship.

Other cases not meeting these criteria will be evaluated on a case-by-case basis. Proof of eligibility must be accompanied with the application.

Under all instances, there must be no other means of transportation available to the individual submitting the application. Once the application has been approved (normally within seven to ten business days), a letter of eligibility is sent to the applicant notifying them that they are eligible or not for the Non-Sponsored Program.

Also a Rider's Handbook explaining the rules and regulations is sent to eligible recipients at this time. Reservations for the Non-Sponsored Program are only accepted on a first come first served basis the day prior to the trip. The only exception to this is trips going to dialysis or chemotherapy.

Individuals utilizing the Non-Sponsored Program may request trips for two consecutive days providing the funding is available for the first day's trip and the trips for both days are identical. This helps to reduce the number of phone calls coming into the reservation office. This procedure is only allowed based on current funding and may be changed or discontinued based on future funding levels.

The CTC is referring those Non-Sponsored clients who are using these funds for employment trips to the West Florida Commuter Services. By moving those clients into car pools and others means of transportation, these funds will be freed up for other individuals to use. Funding is limited on a daily basis. Once the funds have been depleted for the next day, trip requests are cut off. Reservations for Saturday through Monday trips are taken on Friday.

ADA transportation. ADA transportation is available for individuals unable to access the bus system due to a disability (permanent or temporary) and whose trip begins and ends within $\frac{3}{4}$ miles of the bus route and during the times the fixed route operates. Unlimited rides are available during ECAT service hours.

Eligibility depends on functional limitations of the individual. Depending on the disability and whether or not using the bus system can be a learned (participation in travel training), eligibility may be permanent or temporary.

The ADA specifies three criteria to be eligible:

Criteria 1: Any person with a temporary or permanent, physician-verified disability who can use an accessible vehicle, but cannot make the necessary trips to the bus stops. All buses are wheelchair lift equipped.

Criteria 2: Because of a disability, any person who is not able to independently board or disembark from an accessible vehicle, including any disability that prevents a person from identifying a bus, following or understanding directions, waiting at a bus stop, moving from one bus to another, or recognizing a destination.

Criteria 3: Travel must begin and end within the Escambia County bus service area. Trips that do not begin and end in this service area are not eligible.

A certification process determines ADA Transportation eligibility. Escambia County Area Transit (ECAT) coordinates with Pensacola Bay Transportation to process ADA certification. **To apply, call 850-746-8130 ext 200**, request an application form and Medical Verification form to be signed by a licensed physician. After these forms are complete, call to schedule an interview. This interview may take up to 90 minutes. You need to bring all necessary forms to your interview.

The application will be reviewed and the interviewer will discuss your travel ability and limitations. You will have a photo taken for an ID if eligibility is determined. ECAT will provide you with a free round trip on ADA transportation for the interview. You should be notified within 21 days after your interview of your possible eligibility. If the process takes more than 21 days, you become temporarily eligible until a determination is made. You will be mailed written notification of your eligibility along with your identification card. After notification, trips may be scheduled for up to two weeks in advance. ECAT, not Pensacola Bay Transportation, make the final determination of eligibility in all cases.

Transportation Operators and Coordination Contractors

There are presently nine carriers participating in the Escambia County Coordinated System. Six are operator/carriers which are paid by the CTC directly for the service that they deliver. The three other carriers are considered a coordination contracted agency.

A coordination-contacted agency is an agency that performs their own client transportation and is utilizing state, federal, or local funds in the process. These agencies are responsible for meeting all of the standards established in the CTC's System Safety Program Plan and are also responsible for reporting Annual Operating Report statistics to the CTC.

If an agency is distributing fixed route tickets, then the number of clients receiving tickets, the type (ten ride, twenty ride, single, monthly, etc.), the number and the total cost must be reported to the CTC. Coordination contracts and the Annual Operating Report statistics are reviewed annually by the Local Coordinating Board.

Pensacola Bay Transportation (PBT) is the CTC and the primary operator/carrier of the Escambia County coordinated system. The contact person is General Manager Robert Dones. Pensacola Bay Transportation provides door-to-door service to the ambulatory and wheelchair clientele for such programs as Non-sponsored, Council on Aging, Agency for Persons with Disabilities, Vocational Rehabilitation Services, Department of Transportation, Medicaid, and the various other agencies who request transportation through the CTC's office. Service is provided 24 hours a day, seven days a week. Pensacola Bay Transportation currently operates a mixed fleet of 30 vehicles.

Tucker/Yellow Cab of Pensacola is a secondary operator/carrier who will provide service for difficult to schedule trips. The contact person is Karen Locklear.

Caring Hearts Pediatric Service provides operator/carrier services for medically needy children who require a nurse and an aid on the vehicle at all times. The contact person is Linda Hammeltree.

Lakeview Center, Inc. is a secondary operator, which provides service to clients attending their day treatment facilities in both the urban area and their rural area facility located in Century. Service is provided to the clients Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. and primarily consists of Medicaid eligible clients. The contact person is Cherie Autery. Lakeview Center, Inc. operates a fleet of 18 vans to provide these services. We also have individuals working through an on the job training program through Lakeview.

Escambia County Area Transit (ECAT) provides the fixed route service between the hours of 5:00 a.m. and 9:00 p.m. Monday through Saturday. Kenneth Gordon/GM, manages the system and transports Medicaid clients who receive vouchers and passes from the CTC. ECAT offers a bus pass system, which is utilized by several agencies for both the sponsored and non-sponsored programs.

Community Drug and Alcohol Council (CDAC) is a coordination contracted agency. This program provides drug and alcohol abuse education for schools and families, utilizing a sedan, two vans, and a bus. During the school year, service is primarily provided between the hours of 4:00 p.m. ad 7:00 p.m. three days a week and twice a month for field trips, which are provided on Saturdays between the hours of 11:00 a.m. and 4:00 p.m.

During the summer, their vehicle is utilized Monday through Friday from 7:00 a.m. to 11:00 a.m. and then twice a week in the afternoons from 4:00 p.m. to 8:00 p.m.

During June and July, three Saturday per month the vehicle is also used between the hours of 10:00 a.m. and 3:00 p.m. The contact person is Leashia Scruiner.

Escarosa Regional Workforce Development Board has a coordination contract with the CTC. The agency distributes fixed route tickets to the low-income client base that they serve. Clients utilize the fixed route for employment and educational/training needs.

Pensacola Bay Transportation has established an account with **Escambia County Emergency Medical Services (EMS)** to provide non-emergency Medicaid stretcher service only when the CTC cannot provide the service or is not equipped to meet the needs of the client.

Pensacola Bay Transportation has an operator/carrier agreement with **Greyhound Bus Lines** to provide inter-county trips throughout the state for Medicaid clients during those times when the client's medical needs cannot be met locally.

Pensacola Development Center is a coordinating contractor, which provides services to their client with special needs. The contact person is Terry Spears.

Public Transit Utilization

Since October 1993, the CTC has been sending fixed route vouchers to those Medicaid clients who could utilize that service.

As of July 1995, some Medicaid clients were required to make a co-payment for transportation services. The CTC in conjunction with the local Medicaid office has developed an unlimited monthly bus pass that is issued to those Medicaid clients who are considered frequent riders, this consists of a minimum of four Medicaid one-way trips per month.

One of the benefits of the unlimited bus pass is that it alleviates the burden of co-payments from the recipient. By being a frequent rider the client pays one co-payment and is issued a monthly pass. Since the co-payment for the non-sponsored program and the charge to ride the fixed route service is set at the same amount, non-sponsored clients are referred to the fixed route whenever possible.

School Bus Utilization

School bus vehicles have not been incorporated into the coordinated program and no agreements are in place for the use of those vehicles.

Vehicle Inventory

A Vehicle Inventory of the vehicles utilized by Pensacola Bay Transportation coordinated system is included in the appendices.

System Safety Program Plan Certification

Each Coordinator and any transportation operators from whom service is purchased or funded by local government, state or federal transportation disadvantaged funds, shall ensure the purchasers that their operations and services are in compliance with the safety requirements as specified in Section 341.061, Florida Statutes, and Chapter 14-90, F.A.C. The System Safety Program Plan certification can be found in the appendices.

Intercounty Services

Coordinators are required to plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator.

In 2001, the previous CTC was awarded a one-time wage transportation support grant from the Commission for the Transportation Disadvantaged. The grant established an inter-county connector offering a fixed route service from the rural county of Santa Rosa with the urban county of Escambia. Although the funds for this route were depleted, the current CTC continues to provide this service five days a week at specified times to clients from Milton to Pensacola. The current CTC has established a similar service for sponsored trips along the Highway 98 corridor in the southern portion of Santa Rosa County.

Emergency Preparedness and Response

The CTC works in conjunction with Escambia County Area Transit (ECAT) and Escambia County Emergency Management during times of emergency. When there is advance warning, Emergency Management will contact the CTC and place the coordinated system on alert. The CTC will then notify any necessary carriers of the situation.

In the past, the primary carrier was the only operator who was called upon to assist with evacuation assistance. The media is utilized to notify the public of telephone numbers to call for assistance.

As Emergency Management receives calls, they notify ECAT directly and they notify the carrier with needed trip information, which consists of who to transport, where they are located, if special assistance is required and where they are to be transported. Emergency Management will also be the entity to authorize the return trips.

Educational Efforts/Marketing

A marketing effort has been made by the CTC, which includes various speaking engagements at local agency fairs, seminars, and meetings. The CTC has also been responsible for posting fliers in various locations throughout the rural area. Various local agencies are also distributing brochures and notifying individuals of the services available.

In addition to this, public hearings and LCB meetings are advertised in the local newspaper inviting the general public to participate and voice their transportation concerns. The CTC also requests from the LCB assistance in marketing strategies to make the public aware of the \$1.00 tag renewal donations that will be placed into the non-sponsored program for Escambia County.

Acceptable Alternatives

The CTC has found no other alternative providers.

Service Standards

Service standards are integral to the development and implementation of a quality transportation program to the transportation disadvantaged in a service area. Local service standards have been developed jointly by the Local Coordinating Board, the Planning Agency, and the Coordinator, consistent with those of the Commission. The following standards have been implemented by Pensacola Bay Transportation.

Drug and Alcohol Policy. All operators participating in the coordinated system must adhere to Department of Transportation 49 CFR Part 40 and shall have a written Drug and Alcohol Policy in place to be in compliance with FTA and FHWA.

Escorts and children. Children under the age of 16 and individuals requiring special loading assistance will be required to be accompanied by an escort. The exceptions to this rule are considered on a case-by-case basis. The escorts must be able to provide the necessary assistance to the passenger.

Child Restraints. Infants (birth 9 months or 20 pounds) are required to be transported in an infant carrier. The carrier is the responsibility of the parent or guardian. All passengers nine months to four years (20-50 pounds) must be transported in a child restraint seat. The carrier will provide this device; however, it is the responsibility of the parent or guardian when making the trip reservation to notify the reservationist of this need. Lap belts will be required for four year olds and older (over 40 pounds). Lap belts and shoulder belts will be required of anyone taller than 55 inches. All children under the age of six years will be required to ride in the back seat of the vehicles.

Rider Property. Passengers will be allowed to bring up to two carry-on bags or packages on board the vehicle that can be securely placed in their lap or on the floor between the client's legs. Passengers must be able to independently carry any items brought onto the vehicle. Drivers will not be allowed to carry packages. Mobility or medical equipment (e.g., oxygen, cane, etc.) is not counted in the two items.

Vehicle Transfer Points. Vehicle transfer points will be located in a safe, well-lit and secured area that provides shelter.

Local Toll Free Phone Number for Consumer Comment. Toll free phone numbers will be included in the complaint process. The following numbers will be posted on letter size paper with 18 point or larger font in all vehicles.

Pensacola Bay Transportation: 1-800-272-6234
TD Ombudsman: 1-800-983-2435

Out of Service Area Trips. The CTC will provide out-of-service area trips for Medicaid beneficiaries who have medically necessary trips only. Other out of county trips will be considered based on trip purpose and funding source on a case-by-case basis.

Vehicle Cleanliness. All vehicles should be free of dirt, trash, and sand. All vehicle interiors and exteriors will be cleaned on a regular basis.

Billing Requirements to Contracted Operators. The CTC shall make payments to the operator within a seven (7) day period once payment has been received from an agency. Payment will be based upon reconciled driver manifests and completed monthly carrier reports.

The CTC reserves the right to withhold payments if requested information is not provided to the CTC until such time that the information is received.

The operator will be reimbursed by the CTC for those trips actually completed once payment has been received from the requesting agency.

Cancellations, no-shows, rejected claims, and uncorrectable accounts are not reimbursable.

If full payment is not received from an agency, the operators will be paid proportionately based on the amount received.

Rider/Trip Data. The CTC will collect the name, phone number, address, funding source eligibility, and any other pertinent information on each client.

Adequate Seating. Vehicle seating will not exceed the manufacturer's recommended capacity.

Driver Identification. All drivers are required to have either picture identification or nametag displayed at all times while transporting passengers.

Passenger Assistance. All drivers will be required to assist those passengers needing or requesting assistance from exterior door to exterior door and on/off the vehicle.

Smoking and Eating on Vehicles. There will be no smoking at any time on any vehicles in the coordinated system. Eating and drinking on board the vehicle will be allowed only as a medical necessity to the passenger and only at the discretion of the driver.

No-Show Policies. Passenger no-shows are defined as trips not canceled prior to dispatch of the vehicle. Please see the accessing service portion of the TDSP update.

Communication Equipment. All vehicles will establish a two-way communication source through the utilization of radio or cellular phone.

Vehicle Air Conditioning and Heating Equipment. All vehicles must have a workable air conditioning and heating system prior to the transport of passengers within the coordinated system. If either element is not functioning properly, the operator is responsible for repairing prior to providing passenger service with that vehicle.

First Aid Policy. The CTC does not require drivers to be trained in first aid.

Cardiopulmonary Resuscitation. The CTC does not require CPR.

Pick-Up Window. Clients are expected to be ready at their requested pick up time and 30 minutes beyond. Trips of greater distances may require a larger pick-up window. When calling in for a reservation, the client will be told when they need to be ready based on the appointment time and the length of trip. The first 30 minutes of that hour is utilized to pick-up clients. For scheduled returns, pick-up should occur within 30 minutes after that time. For those times that a client is unable to provide a return time (e.g., surgery, release from hospital, etc.), a demand response trip will be worked into the existing schedule. This could result in an extended wait.

On-Time Performance. The primary operator will have a 90% on-time performance rate for all completed trips.

Advance Reservation Requirements. Prior day request is required. Requirement for Medicaid is 72 hours (3 days) and prior day request for ADA.

Public Transit Ridership. ADA clients are instructed on the use of public transportation when they are initially interviewed for their eligibility.

Complaints. No more than 5 total complaints a month.

Accidents. One chargeable accident per 100,000 miles will be the maximum allowable number of accidents for the evaluation period.

Road Calls. There should be no less than 10,000 miles between road calls.

Call Hold Time. The CTC office has a system that will answer the ringing line and direct the call via menus to the appropriate party. As a result, reservationists no longer are required to place the client they are working with on-hold to answer ringing lines. This will result in less interruptions and faster service for the client. When all reservationists are busy with call, 90% of those callers on hold should be attended to within a two-minute time frame.

Driver Criminal Background Screening. All drivers in the coordinated system must have a clear Level Two background screening prior to providing passenger service.

Service Effectiveness. The CTC and the LCB shall review the Annual Operating Report and determine acceptable levels for the performance measures that will be used to evaluate the service of effectiveness of the contracted operators.

Contract Monitoring. The CTC will perform at a minimum an annual evaluation of the contracted operator using the FDOT Safety Certification process.

Riding Lifts. Clients who are unable to step up on vehicles will be allowed to ride the lift on vehicles that meet the ADA safety standards; namely, those vehicles having hand rails. Drivers will not ride on the lifts unless unusual circumstances dictate. The safety of the clients is our primary concern.

Local Complaint and Grievance Procedure/Process

The Community Transportation Coordinator (CTC) has established the following grievance procedure as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

A formal grievance is a written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services. The CTC shall make every effort to resolve any problems at the complaint stage prior to becoming a grievance.

The CTC grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, potential users, private-for-profit operators, private non-profit operators, the designated official planning agency, elected officials, and drivers.

By contacting the CTC office, a written copy of the grievance process and rider policies will be made available to anyone, upon request. The CTC will be responsible for posting on all vehicles in plain view of riders, including transportation subcontractors and coordination contractors, the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance.

All grievances filed must be written and contain the following:

1. The name and address of the complainant.
2. A statement of the reasons for the grievance and supplemented by supporting documentation, made in a clear and concise manner.
3. An explanation of the requested relief desired by the complainant.

The CTC will respond in writing to the grievant within 15 working days, acknowledging the date of receipt of the grievance and that the grievant will receive a written decision within 45 days. The decision will provide an explanation of the facts and provide a method or ways to bring about a resolution. At the CTC's discretion, a meeting with the grievant and sponsoring agency representative may be requested. All documents pertaining to the grievance will be made available, upon request, in a format accessible to persons with disabilities. A copy of the grievance and the CTC's response will be forwarded to the CTC company owner.

If the aggrieved party is not satisfied with the CTC decision, they may have the Local Coordinating Board (LCB) Grievance Committee hear the grievance and make recommendations to the CTC on their behalf.

To request a LCB Grievance Committee or for Medicaid complaints, appeals, and grievances, contact the Escambia County Transportation Disadvantaged Coordinating Board Chair at P.O. Box 11399, Pensacola, FL 32524-1399 (phone 850-332-7976 x231 or 1-800-226-8914).

If satisfaction cannot be achieved at the local level, a grievance/complaint can be submitted to the TD Commission Ombudsman Program/TD Hotline at 1-800-983-2435.

Similar to the LCB, the Commission for the Transportation Disadvantaged can hear a grievance and make recommendations or advise the CTC. Apart from these grievance processes, aggrieved parties also have recourse through Chapter 120, F.S., administrative hearing process or the judicial court system.

CTC Monitoring Procedures of Operators and Coordination Contractors

The agency conducts an annual evaluation of its Operators and Coordination Contractors to ensure contractual compliance. The agency monitors Operators and Coordination Contractors by examining the areas listed in the Safety Compliance Review. The review is conducted on an annual basis to ensure compliance with the Safety System Program Plan, Commission and locally approved standards, and insurance requirements.

A written letter and report are issued to the Operators and Coordination Contractors citing items that require corrections. A deadline is given for corrections to be made. A follow up monitoring is conducted if necessary.

Coordination Contract Evaluation Criteria

The agency conducts an annual evaluation of its Coordination Contractors to ensure contractual compliance. The agency monitors Coordination Contractors by examining the areas listed in the Safety Compliance Review. The review is conducted on an annual basis. The evaluation report is provided to the Local Coordinating Board for review and approval of continuation of a coordination contract.

COST/REVENUE ALLOCATION & RATE STRUCTURE JUSTIFICATION

The Commission has established the Rate Calculation Model, a standard process for the development of rates for transportation services that are arranged or provided by the Coordinator. This model can be used by the Commission in comparing and approving rates to be paid to and used by Coordinators and in determining cost-based rates to be charged to all purchasing agencies.

The Rate Calculation Model Worksheets and Rates for Services are reviewed and updated annually. The Rate Calculation Model allows for annual changes to occur based on changes to the level of service, expenditures and revenues.

The Commission's rate calculation model is used to develop rates for non-sponsored and Medicaid using passenger miles and pick up fees. Other purchasing agencies have their methods of developing rates for transportation services using vehicle mile rates and pick up fees.

Rates for transportation services are included in the service rates summary table below. The summary details type of service provided, unit rate whether passenger mile or trip, and cost per unit. The rate calculation model worksheets and rates for services are reviewed and updated annually. The Rate Model Worksheets are located in the appendices.

**Escambia County
Service Rates Summary**

PROVIDED SERVICE TYPE	UNIT	COST PER UNIT \$		% Change
		2010/11	2011/12	
Ambulatory	Trip	\$ 12.15	\$ 12.40	+2.02%
Ambulatory	Passenger Mile	\$ 1.19	\$ 1.24	+4.03%
Wheelchair	Trip	\$ 17.20	\$ 17.40	+1.15%
Wheelchair	Passenger Mile	\$ 1.62	\$ 2.04	+25.93%
Stretcher	Trip	\$ 25.00	\$ 25.00	0.00%
Stretcher	Passenger Mile	\$ 9.26	\$ 3.07	-66.85%

Quality Assurance

The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action. The Commission provides feedback on what areas of the plan need to be modified for next year.

The previous Transportation Disadvantaged Service Plan (TDSP) signed review letter and roll call sheet are included in the appendices. The previous TDSP was approved and no items were cited as deficient or inadequate.

Community Transportation Coordinator Evaluation Process

A Local Coordinating Board subcommittee assists the planning agency in evaluating the Community Transportation Coordinator on an annual basis. The evaluation of the CTC is based on performance indicators, measures of effectiveness and efficiency, and level of coordination. The evaluation worksheets are included in the appendices.

In an effort to monitor the services provided to the transportation disadvantaged by the CTC, an annual survey of the riders is conducted. The data is used to identify areas where the CTC is achieving its goals and objectives and areas where they are not. The rider surveys were conducted at the beginning of the year 2011.

For the past few years (2009 – 2011), additional questions have been added to the survey. A summary of the survey results along with a comparison of the previous two years are included in the appendices along with the comments that were submitted. All of the comments submitted were very positive.

The number of surveys completed in 2011 for Escambia County was very low. An effort will be made to increase the survey participation for 2012.

The survey results indicate that 43% of the trips were for medical/dental purposes while 41% were for school/work. Also, it should be noted that 45% used community transportation 5 or more times a month and 43% used it 3-4 days a month.

Appendices

Organizational Charts

Vehicle Inventory

Safety System Program Plan (SSPP) Certifications

Previous (2010/11) TDSP Signed Review Letter

Previous (2010/11) TDSP Signed Roll Call Voting Sheet

Glossary of Terms

Rider Survey Comments

Rider Survey Results, Comparisons, & Graphs

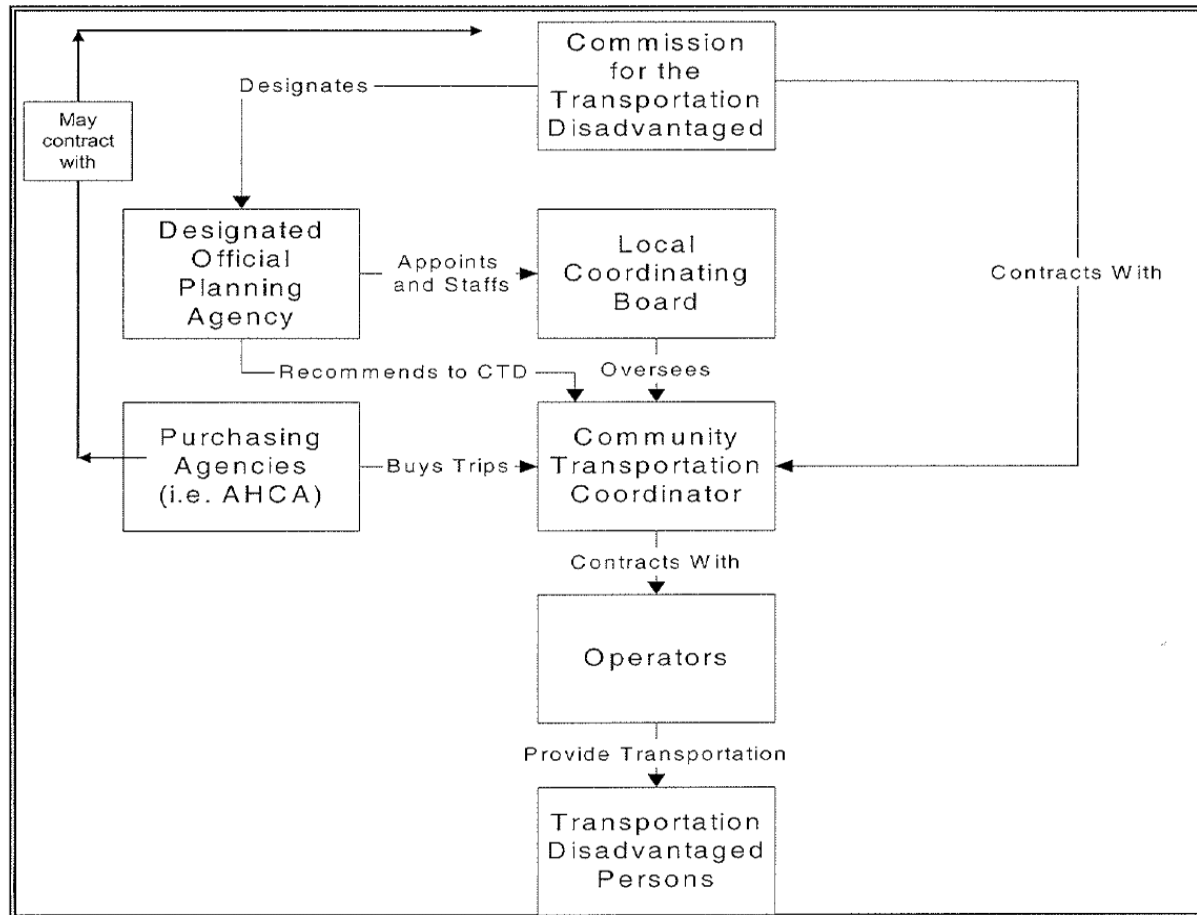
CTC Evaluation

Rate Model Worksheets

Transportation Disadvantaged Program Concept Chart

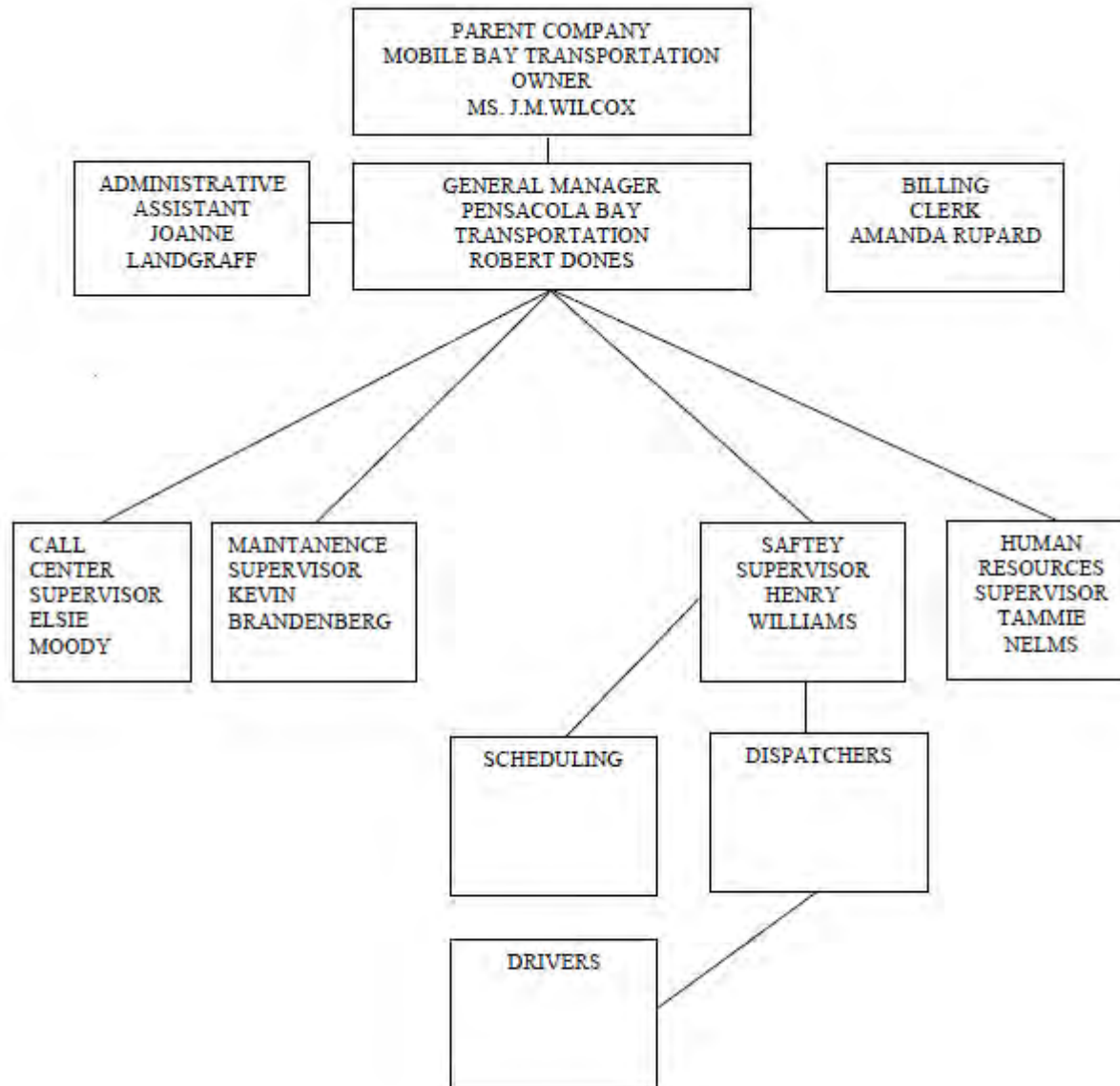
Figure 1

Organization of Florida's Coordinated Transportation Program



PENSACOLA BAY TRANSPORTATION ORGANIZATION CHART

Figure 2



Pensacola Bay Transportation – Escambia County Vehicle Inventory

Unit #	Seating Capacity	Vehicle Type	Year	VIN #	TAG #	MAKE	Owned By	Current Mileage	Annual Mileage
86	8A & 2W	W/C Van	2001	1FDWE35S81HB10851	H363EN	E-350	PBT	345,910	38,679
96	8A & 2W	W/C Van	2000	1FBSS31L4YHB83739		E-350	PBT		
202	14A	VAN	2001	1FBSS31S81HB66410	J21RYK	Ford E-350	PBT	295,565	47,299
204	9A	VAN	2004	WD5PD644945651284		MER-PRINTER	PBT	250,339	22,632
205	12 passenger	VAN	2008	1FBNE31L98DA45884		FORD E-350		91,009	
206	12 passenger	VAN	2009	1FBNE31L89DA46624		FORD E-350		70,205	
301	4A	SEDAN	2002	2MEFM74W22X603301	I658BK	Grand marquis		174,609	15,771
764	6A or 2W & 4A	W/C VAN	2001	1FTNS24L91HB68478	X83313	FORD E-250	PBT	233,193	34,501
772	14A	VAN	2002	1FBSS31L82HA17652	X83318	Ford E-350	PBT	333,152	30,096
773	14A	VAN	2002	1FBSS31L52HA20380	X83308	Ford E-350	PBT	326,583	29,215
776	14A	VAN	2002	1FBSS31L32HA20376	X83310	FORD E-350	PBT	357,889	41,713
778	14A	VAN	2002	1FBSS31L52HA20377		FORD E-350	PBT	222,431	41,713
779	14A	VAN	2002	1FBSS31L72HA20378		FORD E-350	PBT	215,273	41,713
780	10A or 3W & 8A	W/C VAN	2003	1FDXE45S52HB75569	A892LA	FORD E-350	PBT	430,187	62,803
781	6A or 3W & 4A	W/C VAN	2006	1FDWE35LX6DA40292	X83634	FORD E-350	T.D.	205,950	41,992
782	6A or 3W & 4A	W/C VAN	2006	1FDWE35L86DA40291	X82239	FORD E-350	T.D.	236,320	45,101
821	14A	Van	2001	1FBSS31L82HA27114	H53WXL	Ford E-350	PBT	287,955	41,428
830	8A or 3w & 2a	W/C Van	2001	1FTNS24L01HB68479		Ford E-250	PBT	288,598	42,861
836	A or 3W & 6	W/C Van	2006	1FDWE35L66DA44288	X83635	FORD E-350	T.D.	248,581	43,613
837	A or 3W & 6	W/C Van	2006	1FDWE35L66DA44291	X83633	FORD E-350	T.D.	173,925	31,190
838	8A or 3w & 2a	W/C Van	2011	1GB6G5BG3B1110765	214391	CHEVY 4500	CL	21,238	
839	6A or 3W & 0A	W/C Van	2011	1GB6G5BG3B11105740765	214393	CHEVY 4500	CL	19,463	
840	4A or 4W & 0A	W/C Van	2011	1GB6G5BG3B11103520765	214394	CHEVY 4500	CL	16,435	
Bus#1	20A or 2W and 18A	Cutaway	2001	1FDWE45F71HB77692	J47RYK	Ford E-450	PBT	243,949	32,906
Bus#2	20A or 2W and 18A	Cutaway	2001	1FDWE45F71HB47043	F61-RBW	Ford E-450	PBT	363,094	30,323
Bus#5	10A or 3W and 8A	Cutaway	2002	1FDXE45S32HB75568	A989LA	Ford E-450	PBT	334,865	47,223
Bus#6	10A or 3W and 8A	Cutaway	2002	1FDXE45S02HB75575	A893LA	Ford E-450	PBT	350,329	48,700
maint	2A	MAINT	1995	1FTHE24H3SHA79071	C5012V	E-150	PBT		
Safety	passenger	VAN	2003	2FMZA51413BB44304	ALA	Ford Winstar		126,543	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2010.

DATE: 1/31/11

TRANSIT SYSTEM: Lakeview Center, Inc.

ADDRESS: 1221 W. Lakeview Ave Pensacola FL 32504

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: Cherie L. Antray

Name: Cherie Antray
(Type or Print)

Title: Director of Day Services

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: Pensacola Bay Transportation Company

Address: 3100 McCormick St. Pensacola FL 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2010.

DATE: JAN 25, 2011

TRANSIT SYSTEM: TUCKER TRANSPORTATION INC DBA YELLOW CAB OF PENSACOLA

ADDRESS: 3434 DR. MARTIN LUTHER KING JR DRIVE PENSACOLA, FL 32503

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: Raymond C. Stewart
Name: RAYMOND C. STEWART Title: OPERATIONS MANAGER
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: Pensacola Bay Transportation
Address: 3100 McCormick St Pensacola Florida 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

YELLOW CAB™ of Pensacola www.YellowCabPensacola.com	Raymond Stewart Operations Manager (850) 437-7596 Fax: (850) 429-2007
Taxi Service: (850) 493-3333	3434 Dr. Martin Luther King Drive Pensacola, FL 32503
Tucker Black & White Taxi	email: rstewart@yellowcabpensacola.com
Blue Angel Taxi	
Tucker Transportation Company, Inc.  since 1992	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2010.

DATE: 1/25/2011

TRANSIT SYSTEM: Caring Hearts

ADDRESS: 9022 University Parkway Pensacola, FL 32514

In accordance with Florida Statue 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: V. Eiko Skinner

Name: V. Eiko Skinner Title: Administrator / DON
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: Pensacola Bay Transportation Company

Address: 3100 N. Carmichael St.
Pensacola Florida 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2010.

DATE: 1/25/11

TRANSIT SYSTEM: Community Drug & Alcohol Council, Inc.

ADDRESS: 3804 N. 9th Ave Pensacola FL 32501

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: Sara Smith

Name: Sara Smith Title: HR Coordinator
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: Pensacola Bay Transportation

Address: 3100 McCarmerick St.
Pensacola Florida 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)



July 22, 2010

Ms. Tonya Ellis
Florida-Alabama Transportation Planning Organization
4081 E. Olive Road, Suite A
Pensacola, FL 32514

Charlie Crist
Governor

JR Harding Ed.D.
Chairperson

David Darm
Vice Chairperson

Bobby Jernigan
Executive Director

Mr. Bob Dones
Pensacola Bay Transportation
3100 McCormick Street
Pensacola, FL 32514

Re: Transportation Disadvantaged Service Plan 2010/2011
Escambia County
MOA #0948

Dear Ms. Ellis and Mr. Dones:

We have reviewed and approved the 2010/2011 Escambia County Transportation Disadvantaged Service Plan (TDSP) update. Updates may occur in any one of the components of the TDSP. A signed copy of the LCB's roll call voting sheet is attached.

Please continue to follow the Instruction Manual for future updates. If you have any questions, please contact me at (850) 410-5713.

Sincerely,

Floyd Webb
Area #1 Project Manager

Attachment:

Local Coordinating Board Information - Roll Call Voting Sheet

Escambia County Roll Call Voting Sheet

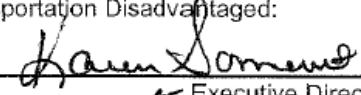
The Local Coordinating Board of **Escambia County** hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on May 25, 2010

6/15/10
Date


Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged:

7/2/10
Date


Executive Director

Escambia County Roll Call Voting Sheet

Name	Affiliation	Attendance		Adoption Vote		
		Present	Absent	Yes	No	Abstain
Marie Young	Chairperson	X		X		
Kathy Rudd	FDOT	X		X		
Melva Weaver	Dept. of Children and Families	X		X		
Allyn Pophin	Public Education		X			
Michael Whitehead	Department of Education	X		X		
Bob Frank	Veterans	X		X		
Larry Vickrey	Economically Disadvantaged		X			
John Clark	Elderly	X		X		
Warren Jernigan	Disabled	X		X		
VACANT	Citizen					
Cynthia Barnes	Citizen User	X		X		
Patricia Parker	Children at Risk	X		X		
Nancy Lohr	Mass Transit	X		X		
Voncile Goldsmith	Dept. of Elder Affairs		X			
Carolyn DuBose	Private Transportation	X		X		
Charles Beale	AHCA	X		X		
Susan Nelms	Workforce Development	X		X		
Cheryl Hendricks	Local Medical Community	X		X		

Glossary of Terms

Commission for the Transportation Disadvantaged - Glossary of Terms and Abbreviations

The following glossary is intended to coordinate terminology within the Florida Coordinated Transportation System. It is imperative that when certain words or phrases are used, the definition must be universally acknowledged.

Accidents: when used in reference to the AOR, the total number of reportable accidents that occurred through negligence of the transportation provider whereby the result was either property damage of \$1,000.00 or more, or personal injury that required evacuation to a medical facility, or a combination of both.

(AER) Actual Expenditure Report: an annual report completed by each state member agency and each official planning agency, to inform the Commission in writing, before September 15 of each year, of the specific amount of funds the agency expended for transportation disadvantaged services.

Advance Reservation Service: shared or individual paratransit service that is readily delivered with at least prior day notification, seven days a week, 24 hours a day.

Agency: an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private non-profit transportation service providing entity.

(ADA) Americans with Disabilities Act: a federal law, P.L. 101-336, signed by the President of the United States on July 26, 1990 providing protection for persons with disabilities.

(AOR) Annual Operating Report: an annual report prepared by the community transportation coordinator detailing its designated service area operating statistics for the most recent operating year.

(APR) Annual Performance Report: an annual report issued by the Commission for the Transportation Disadvantaged that combines all the data submitted in the Annual Operating Reports and the CTD Annual Report.

(ASE) Automotive Service Excellence: a series of tests that certify the skills of automotive technicians in a variety of maintenance areas.

Availability: a measure of the capability of a transportation system to be used by potential riders, such as the hours the system is in operation, the route spacing, the seating availability, and the pickup and delivery time parameters.

Bus: any motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons of compensation.

Bus Lane: a street or highway lane intended primarily for buses, either all day or during specified periods, but used by other traffic under certain circumstances.

Bus Stop: a waiting, boarding, and disembarking area, usually designated by distinctive signs and by curbs or pavement markings.

(CUTR) Center for Urban Transportation Research: a research group located at the University of South Florida's College of Engineering.

(CMBE) Certified Minority Business Enterprise: any small business concern which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51 percent owned by minority persons and whose management and daily operations are controlled by such persons. These businesses should be certified by the Florida Department of Management Services.

Chapter 427, Florida Statutes: the Florida statute establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities.

Commendation: any written compliment of any aspect of the coordinated system, including personnel, vehicle, service, etc.

(CDL) Commercial Driver's License: a license required if a driver operates a commercial motor vehicle, including a vehicle that carries 16 or more passengers (including the driver), or a vehicle weighing more than 26,000 pounds.

Commission: the Commission for the Transportation Disadvantaged as authorized in Section 427.013, Florida Statutes.

(CTD) Commission for the Transportation Disadvantaged: an independent agency created in 1989 to accomplish the coordination of transportation services provided to the transportation disadvantaged. Replaced the Coordinating Council on the Transportation Disadvantaged.

(CTC) Community Transportation Coordinator: (formerly referred to as A coordinated community transportation provider) a transportation entity competitively procured or recommended by the appropriate official planning agency and local Coordinating Board and approved by the Commission, to ensure that safe, quality coordinated transportation services are provided or arranged in a cost effective manner to serve the transportation disadvantaged in a designated service area.

Competitive Procurement: obtaining a transportation operator or other services through a competitive process based upon Commission-approved procurement guidelines.

Complaint: any written customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies.

Complete (or Full) Brokerage: type of CTC network in which the CTC does not operate any transportation services itself, but contracts with transportation operators for the delivery of all transportation services.

Coordinated Transportation System: includes the CTC, the transportation operators and coordination contractors under contract with the CTC, the official planning agency, and local Coordinating Board involved in the provision of service delivery to the transportation disadvantaged within the designated service area.

Coordinated Trips: passenger trips provided by or arranged through a CTC.

Coordinating Board: an entity in each designated service area composed of representatives who provide assistance to the community transportation coordinator relative to the coordination of transportation disadvantaged services.

Coordination: the arrangement for the provision of transportation services to the transportation disadvantaged in a manner that is cost effective, safe, efficient, and reduces fragmentation and duplication of services. Coordination is not the same as total consolidation of transportation disadvantaged services in any given service area.

Coordination Contract: a written contract between the community transportation coordinator and an agency who receives transportation disadvantaged funds and performs some, if not all of, its own services, as well as services to others, when such service has been analyzed by the CTC and proven to be a safer, more effective and more efficient service from a total system perspective. The Commission's standard contract reflects the specific terms and conditions that will apply to those agencies who perform their own transportation, as well as joint utilization and cost provisions for transportation services to and from the coordinator.

Deadhead: the miles or hours that a vehicle travels when out of revenue service. From dispatch point to first pickup, and from last drop-off to home base, or movements from home base to maintenance garage or fuel depot, and return.

Demand Response: a paratransit service that is readily delivered with less than prior day notification, seven days a week, 24 hours a day. This service can be either an individual or shared ride.

Designated Service Area: a geographical area subject to approval by the Commission, which defines the community where coordinated transportation services will be provided to the transportation disadvantaged.

Disabled Passenger: anyone which a physical or mental impairment that substantially limits at least one of the major life activities (i.e., caring for one's self, walking, seeing, hearing, speaking, learning).

Dispatcher: the person responsible for having every scheduled run leave the yard or garage on time and maintain a schedule, matching the work force with the workload on a minute-by-minute basis. In demand-response transportation, the person who assigns the customer to vehicles and notifies the appropriate drivers.

Driver Hour: the period of one hour that a person works whose main responsibility is to drive vehicles.

Economies of Scale: cost savings resulting from combined resources (e.g., joint purchasing agreements that result in a lower cost per gallon or quantity discount for fuel).

Effectiveness Measure: a performance measure that indicates the level of consumption per unit of output. Passenger trips per vehicle mile is an example of an effectiveness measure.

Efficiency Measure: a performance measure that evaluates the level of resources expended to achieve a given level of output. An example of an efficiency measure is operating cost per vehicle mile.

Emergency: any occurrence, or threat thereof, whether accidental, natural or caused by man, in war or in peace, which results or may result in substantial denial of services to a designated service area for the transportation disadvantaged.

Emergency Fund: transportation disadvantaged trust fund monies set aside to address emergency situations and which can be utilized by discreet contract, without competitive bidding, between the Commission and an entity to handle transportation services during a time of emergency.

Employees: the total number of persons employed in an organization.

Fixed Route: (also known as Fixed Route/Fixed Schedule) service in which the vehicle(s) repeatedly follows a consistent time schedule and stopping points over the same route, whereby such schedule, route or service is not at the users request (e.g. conventional city bus, fixed guideway).

(FAC) Florida Administrative Code: a set of administrative codes regulating the state of Florida.

(FCTS) Florida Coordinated Transportation System: a transportation system responsible for coordination and service provisions for the transportation disadvantaged as outlined in Chapter 427, Florida Statutes.

(FDOT) Florida Department of Transportation: a governmental entity. The CTD is housed under the Florida Department of Transportation for administrative purposes.

(FS) Florida Statutes: the laws governing the state of Florida.

(FTE) Full Time Equivalent: a measure used to determine the number of employees based on a 40-hour work-week. One FTE equals 40 work hours per week.

(FAC) Fully Allocated Costs: the total cost, including the value of donations, contributions, grants or subsidies, of providing coordinated transportation, including those services which are purchased through transportation operators or provided through coordination contracts.

General Trips: passenger trips by individuals to destinations of their choice, not associated with any agency program.

Goal: broad conditions that define what the organization hopes to achieve.

Grievance Process: a formal plan that provides a channel for the adjustment of grievances through discussions at progressively higher levels of authority, culminating in mediation, if necessary.

In Service: the time a vehicle begins the route to provide transportation service to the time the route is completed.

In-Take Clerk/ Reservationist: an individual whose primary responsibility is to accept requests for trips, enter dates on requests, determine eligibility and provide customer service.

Latent Demand: demand that is not active (I.E., the potential demand of persons who are not presently in the market for a good or service).

Limited Access: the inability of a vehicle, facility or equipment to permit entry or exit to all persons. Lack of accessibility of vehicle, facility or other equipment.

Load Factor: the ratio of use to capacity of equipment or a facility during a specified time period.

Local Government: an elected and/or appointed public body existing to coordinate, govern, plan, fund, and administer public services within a designated, limited geographic area of the state.

Local Government Comprehensive Plan: a plan that meets the requirements of Sections 163.3177 and 163.3178, Florida Statutes.

(LCB) Local Coordinating Board: an entity in each designated service area composed of representatives appointed by the official planning agency. Its purpose is to provide assistance to the community transportation coordinator concerning the coordination of transportation-disadvantaged services.

(MIS) Management Information System: the mechanism that collects and reports key operating and financial information for managers on a continuing and regular basis.

(MOA) Memorandum of Agreement: the state contract included in the transportation disadvantaged service plan for transportation disadvantaged services purchased by federal, state, or local government transportation disadvantaged funds. This agreement is between the Commission and the community transportation coordinator and recognizes the community transportation coordinator as being responsible for the arrangement of the provision of transportation-disadvantaged services for a designated service area.

(MPO) Metropolitan Planning Organization: the area-wide organization responsible for conducting the continuous, cooperative and comprehensive transportation planning and programming in accordance with the provisions of 23 U.S.C.s. 134, as provided in 23 U.S.C.s. 104(f)(3). Also serves as the official planning agency referred to in Chapter 427, F.S. Many MPOs have been renamed as TPOs (Transportation Planning Organizations).

Network type: describes how a community transportation coordinator provides service, whether as a complete brokerage, partial brokerage, or sole provider.

Non-coordinated Trip: a trip provided by an agency, entity, or operator who is in whole or in part subsidized by local, state, or federal funds, and who does not have coordinator/operator contract with the community transportation coordinator.

Non-sponsored Trip: transportation disadvantaged services that are sponsored in whole by the Transportation Disadvantaged Trust Fund.

Objective: specific, measurable conditions that the organization establishes to achieve its goals.

Off Peak: a period of day or night during which travel activity is generally low and a minimum of transit service is operated.

(OPA) Official Planning Agency: the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning. The Metropolitan Planning Organization shall serve as the planning agency in areas covered by such organizations.

Operating Cost: the sum of all expenditures that can be associated with the operation and maintenance of the system during the particular period under consideration.

Operating Cost per Driver Hour: operating costs divided by the number of driver hours, a measure of the cost efficiency of delivered service.

Operating Cost per Passenger Trip: operating costs divided by the total number of passenger trips, a measure of the efficiency of transporting riders. One of the key indicators of comparative performance of transit properties since it reflects both the efficiency with which service is delivered and the market demand for the service.

Operating Cost per Vehicle Mile: operating costs divided by the number of vehicle miles, a measure of the cost efficiency of delivered service.

Operating Environment: describes whether the community transportation coordinator provides service in an urban or rural service area.

Operating Expenses: sum of all expenses associated with the operation and maintenance of a transportation system.

Operating Revenues: all revenues and subsidies utilized by the operator in the provision of transportation services.

Operating Statistics: data on various characteristics of operations, including passenger trips, vehicle miles, operating costs, revenues, vehicles, employees, accidents and roadcalls.

Operator Contract: a written contract between the community transportation coordinator and a transportation operator to perform transportation services.

Organization Type: describes the structure of a community transportation coordinator, whether it is a private-for-profit, private non-profit, government, quasi-government, or transit agency.

Paratransit: elements of public transit that provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon between the user and the provider of the service. Paratransit services are provided by sedans, vans, buses, and other vehicles.

Partial Brokerage: type of CTC network in which the CTC provides some of the on-street transportation services and contracts with one or more other transportation operators to provide the other portion of the on-street transportation disadvantaged services, including coordination contractors.

Passenger Miles: a measure of service utilization, which represents the cumulative sum of the distances ridden by each passenger. This is a duplicated mileage count. For example: If 10 people ride together for 10 miles, there would be 100 passenger miles.

Passenger Trip: a unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip. This unit of service is also known as a one-way passenger trip.

Passenger Trips per Driver Hour: a performance measure used to evaluate service effectiveness by calculating the total number of passenger trips divided by the number of driver hours.

Passenger Trips per Vehicle Mile: a performance measure used to evaluate service effectiveness by calculating the total number of passenger trips divided by the number of vehicle miles.

Performance Measure: statistical representation of how well an activity, task, or function is being performed. Usually computed from operating statistics by relating a measure of service output or utilization to a measure of service input or cost.

Potential TD Population: (formerly referred to as TD Category I) includes persons with disabilities, senior citizens, low-income persons, and high risk or at risk children. These persons are eligible to receive certain governmental and social service agency subsidies for program-related trips.

Program Trip: a passenger trip supplied or sponsored by a human service agency for the purpose of transporting clients to and from a program of that agency (e.g., sheltered workshops, congregate dining, and job training).

Public Transit: means the transporting of people by conveyances or systems of conveyances traveling on land or water, local or regional in nature, and available for use by the public. Public transit systems may be governmental or privately owned. Public transit specifically includes those forms of transportation commonly known as paratransit.

Purchased Transportation: transportation services provided for an entity by a public or private transportation provider based on a written contract.

(QAPE) Quality Assurance and Program Evaluation.

(RBF) Request for Bids: a competitive procurement process.

(RFP) Request for Proposals: a competitive procurement process.

(RFQ) Request for Qualifications: a competitive procurement process.

Reserve Fund: transportation disadvantaged trust fund monies set aside each budget year to insure adequate cash is available for incoming reimbursement requests when estimated revenues do not materialize.

Revenue Hours: total vehicle hours used in providing passenger transportation, excluding deadhead time.

Revenue Miles: the total number of paratransit service miles driven while TD passengers are actually riding on the vehicles. This figure should be calculated from first passenger pick-up until the last passenger drop-off, excluding any breaks in actual passenger transport. For example: if 10 passengers rode 10 miles together, there would be 10 revenue miles.

Ridesharing: the sharing of a vehicle by clients of two or more agencies, thus allowing for greater cost efficiency and improved vehicle utilization.

Roadcall: any in-service interruptions caused by failure of some functionally necessary element of the vehicle, whether the rider is transferred or not. Roadcalls exclude accidents.

Rule 41-2, F.A.C.: the rule adopted by the Commission for the Transportation Disadvantaged to implement provisions established in Chapter 427, F.S.

Scheduler: a person who prepares an operating schedule for vehicles on the basis of passenger demand, level of service, and other operating elements such as travel times or equipment availability.

Shuttle: a transit service that operates on a short route, or in a small geographical area, often as an extension to the service of a longer route.

Sole Provider: (also referred to as Sole Source) network type in which the CTC provides all of the transportation disadvantaged services.

Sponsored Trip: a passenger trip that is subsidized in part or in whole by a local, state, or federal government funding source (not including monies provided by the TD Trust Fund).

Standard: something established by authority, custom, or general consent as a model or example.

Stretcher Service: a form of non-emergency paratransit service whereby the rider is transported on a stretcher, litter, gurney, or other device that does not meet the dimensions of a wheelchair as defined in the Americans with Disabilities Act.

Subscription Service: a regular and recurring service in which schedules are prearranged, to meet the travel needs of riders who sign up for the service in advance. The service is characterized by the fact that the same passengers are picked up at the same location and time and are transported to the same location, and then returned to the point of origin in the same manner.

(SSPP) System Safety Program Plan: a documented organized approach and guide to accomplishing a system safety program set forth in Florida Rule 14-90.

Total Fleet: this includes all revenue vehicles held at the end of the fiscal year, including those in storage, emergency contingency, awaiting sale, etc.

(TQM) Total Quality Management: a management philosophy utilizing measurable goals and objectives to achieve quality management practices.

Transportation Alternative: those specific transportation services that are approved by rule to be acceptable transportation alternatives, and defined in s.427.018, F.S.

(TD) Transportation Disadvantaged: those persons, including children as defined in s.411.202 F.S., who because of physical or mental disability, income status, or inability to drive due to age or disability are unable to transport themselves or to purchase transportation and have no other form of transportation available. These persons are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, or medically necessary or life-sustaining activities.

Transportation Disadvantaged Funds: any local government, state or available federal funds that are for the transportation of the transportation disadvantaged. Such funds may include, but are not limited to, funds for planning, Medicaid transportation, transportation provided pursuant to the ADA, administration of transportation disadvantaged services, operation, procurement and maintenance of vehicles or equipment, and capital investments. Transportation disadvantaged funds do not include funds expended by school districts for the transportation of children to public schools or to receive service as a part of their educational program.

Transportation Disadvantaged Population: (formerly referred to as TD Category II) persons, including children, who, because of disability, income status, or inability to drive due to age or disability are unable to transport themselves.

(TDSP) Transportation Disadvantaged Service Plan: a three-year implementation plan, with annual updates developed by the CTC and the planning agency, which contains the provisions of service delivery in the coordinated transportation system. The plan shall be reviewed and recommended by the local Coordinating Board.

(TPO) Transportation Planning Organization.

Transportation Disadvantaged Trust Fund: a fund administered by the Commission for the Transportation Disadvantaged in which all fees collected for the transportation disadvantaged program shall be deposited. The funds deposited will be appropriated by the legislature to the Commission to carry out the Commission's responsibilities. Funds that are deposited may be used to subsidize a portion of a transportation disadvantaged person's transportation costs, which are not sponsored by an agency.

Transportation Operator: a public, private for profit, or private non-profit entity engaged by the community transportation coordinator to provide service to the transportation disadvantaged pursuant to an approved coordinated transportation system transportation disadvantaged service plan.

Transportation Operator Contract: the Commission's standard coordination/operator contract between the community transportation coordinator and the transportation operator that outlines the terms and conditions for any services to be performed.

Trend Analysis: a common technique used to analyze the performance of an organization over a period of time.

Trip Priorities: various methods for restricting or rationing trips.

Trip Sheet: a record kept of specific information required by ordinance, rule or operating procedure for a period of time worked by the driver of a public passenger vehicle in demand-response service. Also known as a driver log.

(UPHC) Unduplicated Passenger Head Count: the actual number of people that were provided paratransit transportation services, not including personal care attendants, non-paying escorts, or persons provided fixed schedule/fixed route service.

Unmet Demand: the number of trips desired but not provided because of insufficient service supply.

Urbanized Area: a city (or twin cities) that has a population of 50,000 or more (central city) and surrounding incorporated and unincorporated areas that meet certain criteria of population size or density.

(USDHHS) U.S. Department of Health and Human Services: a federal agency regulating health and human services.

(USDOT) U.S. Department of Transportation: a federal agency regulating the transportation field.

Van Pool: a prearranged ride-sharing service in which a number of people travel together on a regular basis in a van. Van pools are commonly a company-sponsored van that has a regular volunteer driver.

Vehicle Inventory: an inventory of vehicles used by the CTC, transportation operators, and coordination contractors for the provision of transportation disadvantaged services.

Vehicle Miles: the total distance traveled by revenue vehicles, including both revenue miles and deadhead miles.

Vehicle Miles per Vehicle: a performance measure used to evaluate resource utilization and rate of vehicle depreciation, calculated by dividing the number of vehicle miles by the total number of vehicles.

Vehicles: number of vehicles owned by the transit agency that are available for use in providing services.

Volunteers: individuals who do selected tasks for the community transportation coordinator or its contracted operator, for little or no compensation.

Will-Calls: these are trips that are requested on a demand response basis, usually for a return trip. The transportation provider generally knows to expect a request for a will-call trip, but can not schedule the trip in advance because the provider does not know the exact time a passenger will call to request his/her trip.

**ESCAMBIA COUNTY COMMUNITY TRANSPORTATION
2011 RIDER SURVEY COMMENTS**

COMMENTS:

Provide Sunday service and more funding for non-sponsored rides.

She is a very sweet person your company is very bless to have her.

It is a needed program but not well managed, some drivers are not helpful with bags and getting in those van, especially from dialysis.

Drivers need to stop practice of leaving vehicle on with door open while they take someone to door. This leaves client alone in vehicle and opens possibility of someone jumping in and driving away! Car jacking.

Some drivers need to be on time.

Husband rides bus to and from COA 5 days a week for day care. Very satisfied with service.

I had a 1:30 PM return trip home. I was pick up after 4:00 PM.

Please expand routes to extend to Whiting Field stopping at Locklin Vo-Tech, PJC Milton, and post office.

My driver is very impatient, but he is OK.

It takes a while to get to the reservationist to make an appointment.

It has been getting better.

A lot of my pick ups have been late and very late getting me from appointment.

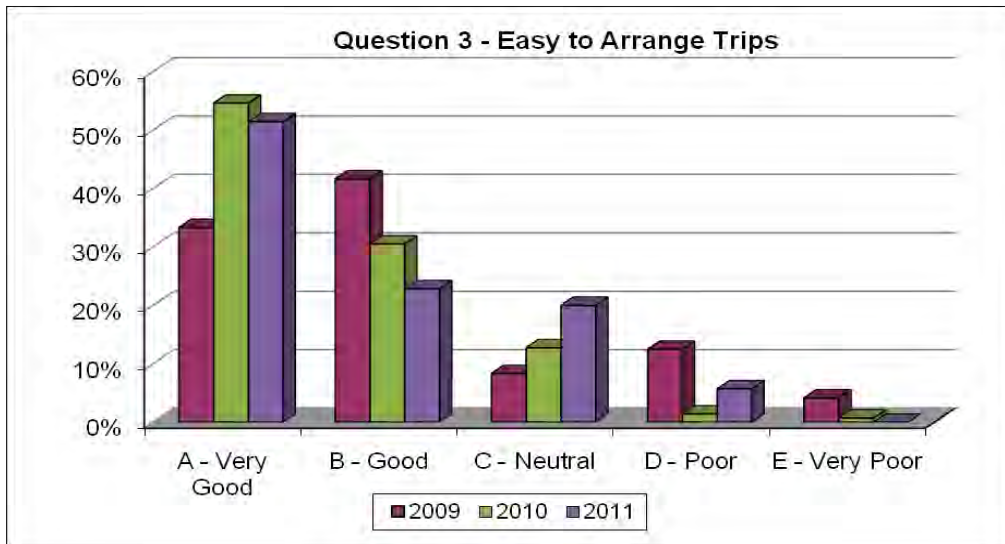
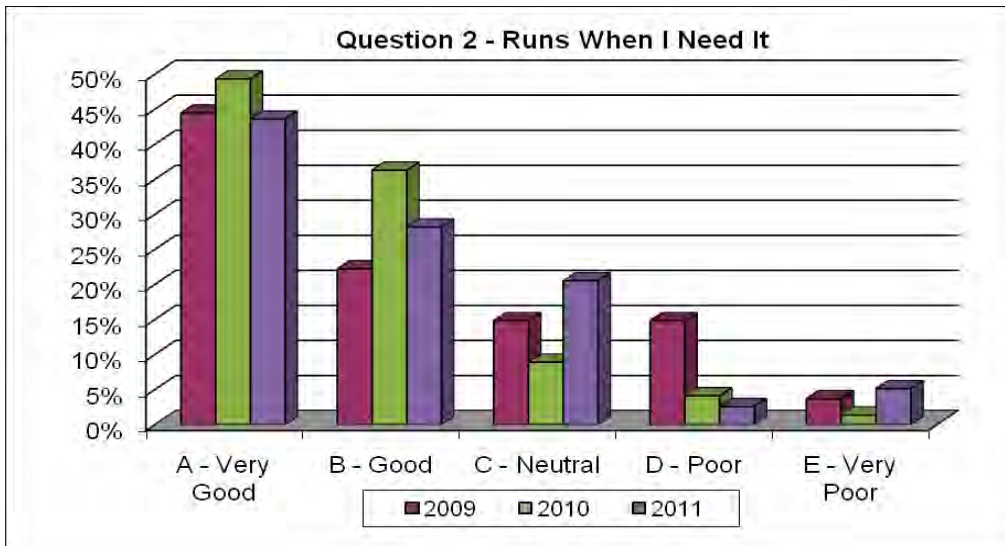
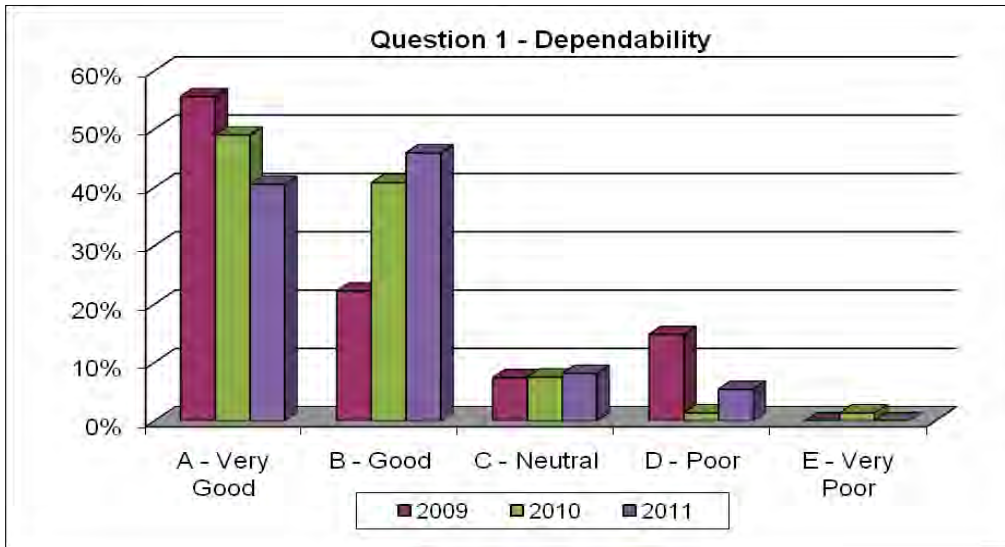
My driver is very lieabbily.

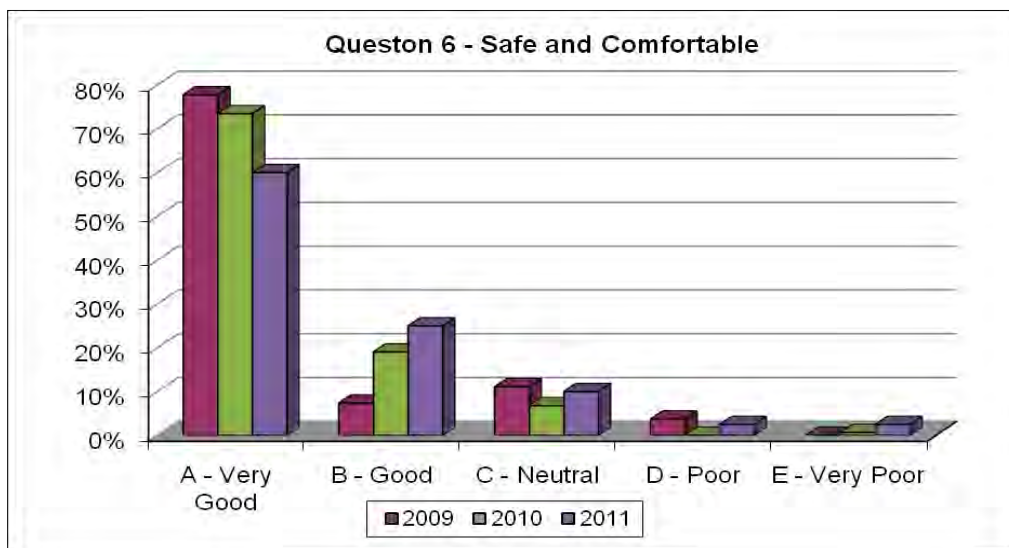
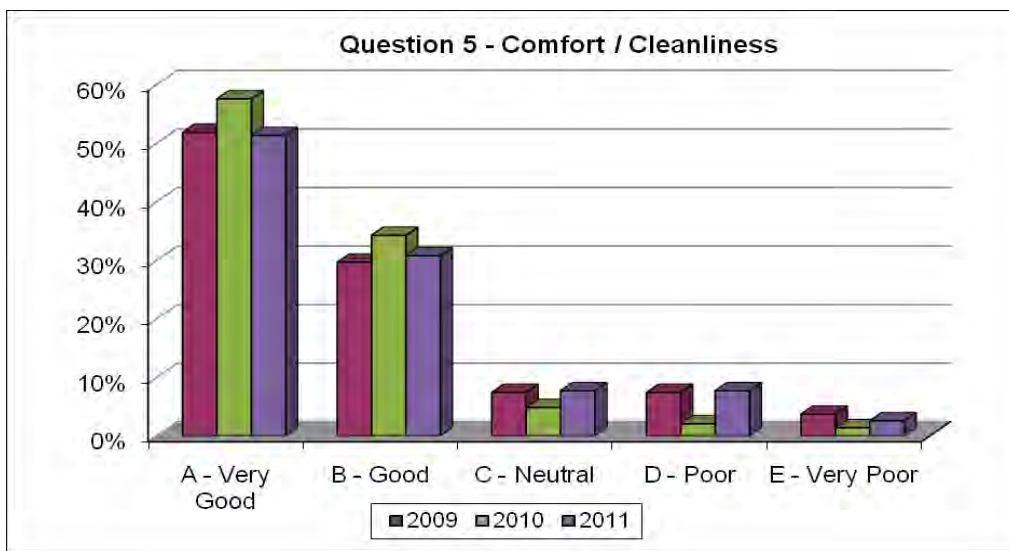
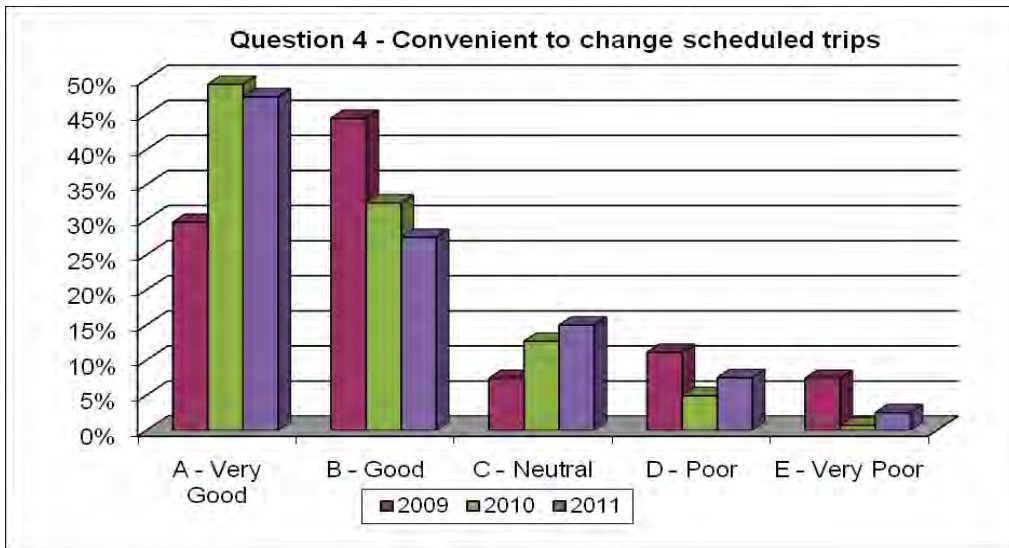
ESCAMBIA COUNTY RIDER SURVEY RESULTS & COMPARISONS

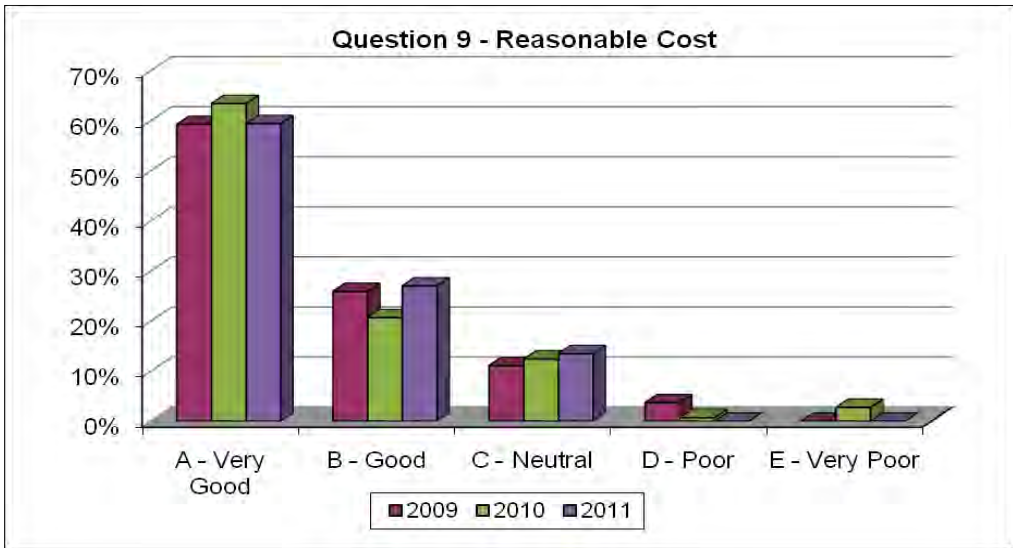
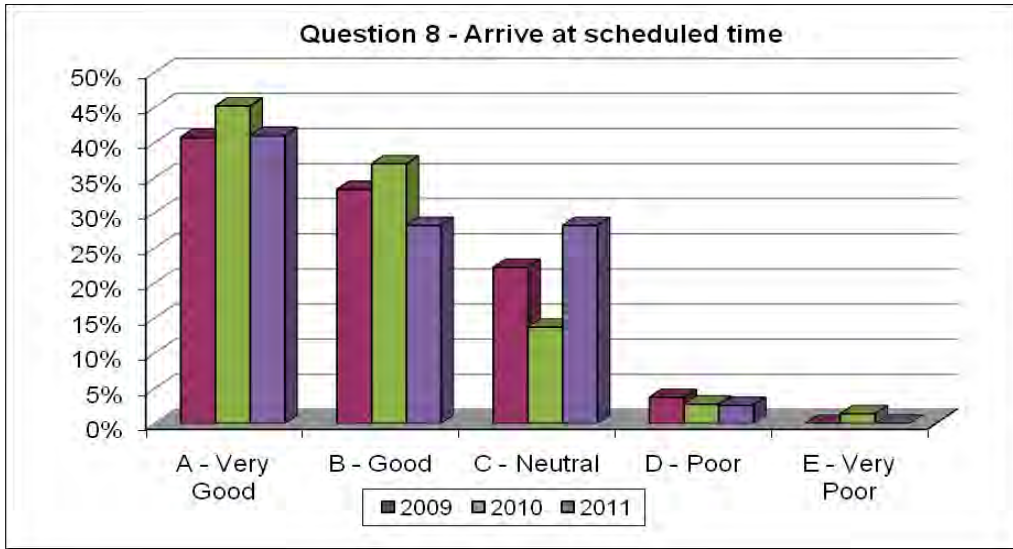
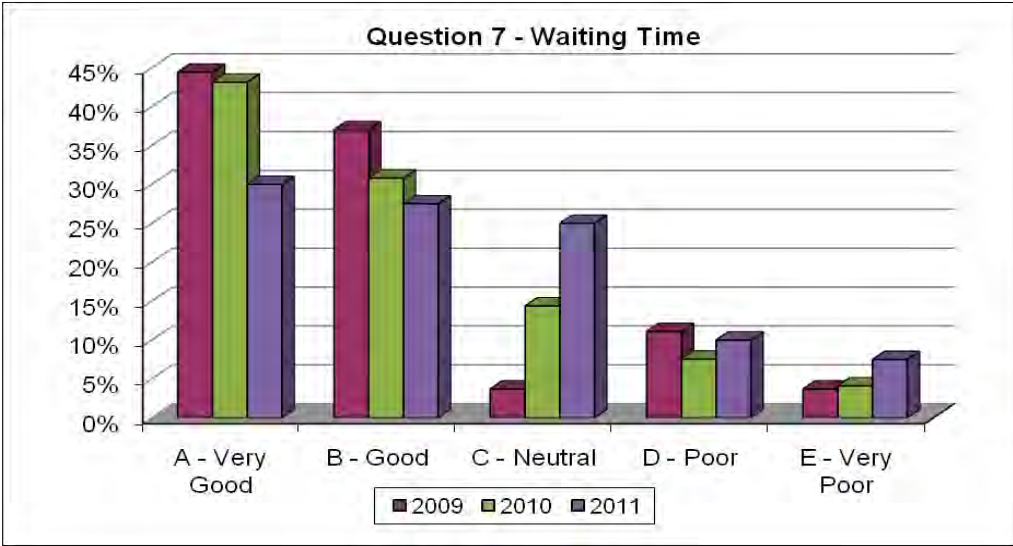
QUESTION	#	RESPONSE	2009	2010	2011	2009	2010	2011
			Total	Total	Total	% of Total	% of Total	% of Total
DEPENDABILITY - Schedule a trip for the time period I need?	1	A - Very Good	15	72	15	56%	49%	41%
		B - Good	6	60	17	22%	41%	46%
		C - Neutral	2	11	3	7%	7%	8%
		D - Poor	4	2	2	15%	1%	5%
		E - Very Poor	0	2	0	0%	1%	0%
		Total	27	147	37	100%	100%	100%
SERVICE RUNS WHEN I NEED IT?	2	A - Very Good	12	72	17	44%	49%	44%
		B - Good	6	53	11	22%	36%	28%
		C - Neutral	4	13	8	15%	9%	21%
		D - Poor	4	6	1	15%	4%	3%
		E - Very Poor	1	2	2	4%	1%	5%
		Total	27	146	39	100%	100%	100%
EASY TO ARRANGE TRIPS?	3	A - Very Good	8	77	18	33%	55%	51%
		B - Good	10	43	8	42%	30%	23%
		C - Neutral	2	18	7	8%	13%	20%
		D - Poor	3	2	2	13%	1%	6%
		E - Very Poor	1	1	0	4%	1%	0%
		Total	24	141	35	100%	100%	100%
IT IS CONVENIENT TO CHANGE SCHEDULED TRIPS WHEN NECESSARY?	4	A - Very Good	8	70	19	30%	49%	48%
		B - Good	12	46	11	44%	32%	28%
		C - Neutral	2	18	6	7%	13%	15%
		D - Poor	3	7	3	11%	5%	8%
		E - Very Poor	2	1	1	7%	1%	3%
		Total	27	142	40	100%	100%	100%
COMFORT / CLEANLINESS The vehicles are clean and maintained?	5	A - Very Good	14	84	20	52%	58%	51%
		B - Good	8	50	12	30%	34%	31%
		C - Neutral	2	7	3	7%	5%	8%
		D - Poor	2	3	3	7%	2%	8%
		E - Very Poor	1	2	1	4%	1%	3%
		Total	27	146	39	100%	100%	100%
THE DRIVER PROVIDES A SAFE AND COMFORTABLE RIDE?	6	A - Very Good	21	108	24	78%	73%	60%
		B - Good	2	28	10	7%	19%	25%
		C - Neutral	3	10	4	11%	7%	10%
		D - Poor	1	0	1	4%	0%	3%
		E - Very Poor	0	1	1	0%	1%	3%
		Total	27	147	40	100%	100%	100%
WAITING TIME - The vehicle picks me up within 30 minutes of my scheduled time?	7	A - Very Good	12	63	12	44%	43%	30%
		B - Good	10	45	11	37%	31%	28%
		C - Neutral	1	21	10	4%	14%	25%
		D - Poor	3	11	4	11%	8%	10%
		E - Very Poor	1	6	3	4%	4%	8%
		Total	27	146	40	100%	100%	100%
I ARRIVED AT MY DESTINATION AT THE SCHEDULED TIME?	8	A - Very Good	11	66	16	41%	45%	41%
		B - Good	9	54	11	33%	37%	28%
		C - Neutral	6	20	11	22%	14%	28%
		D - Poor	1	4	1	4%	3%	3%
		E - Very Poor	0	2	0	0%	1%	0%
		Total	27	146	39	100%	100%	100%

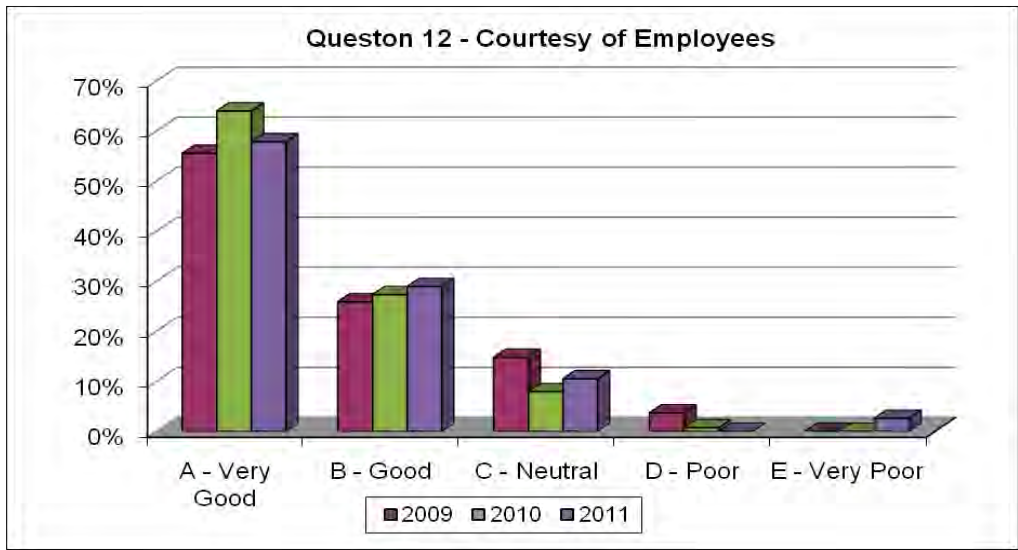
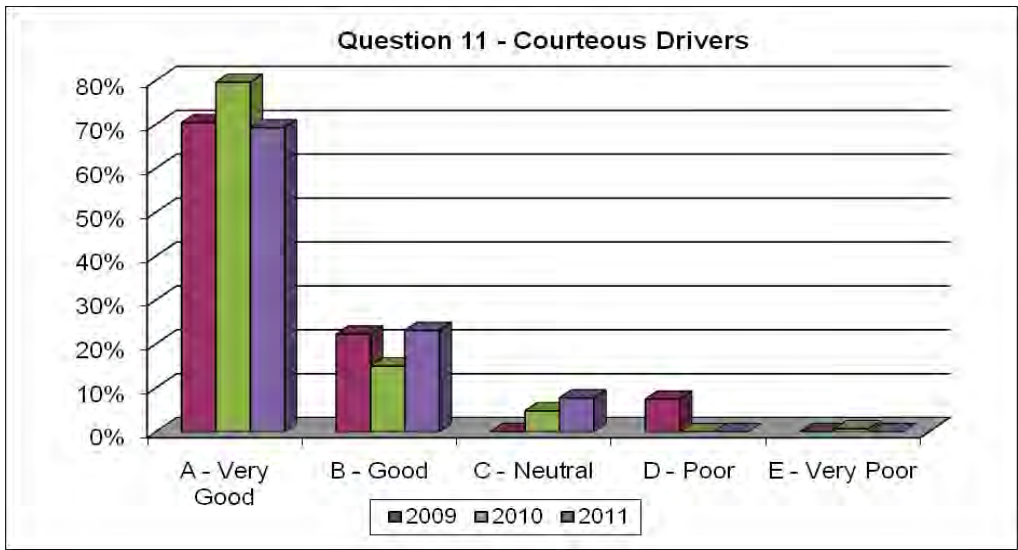
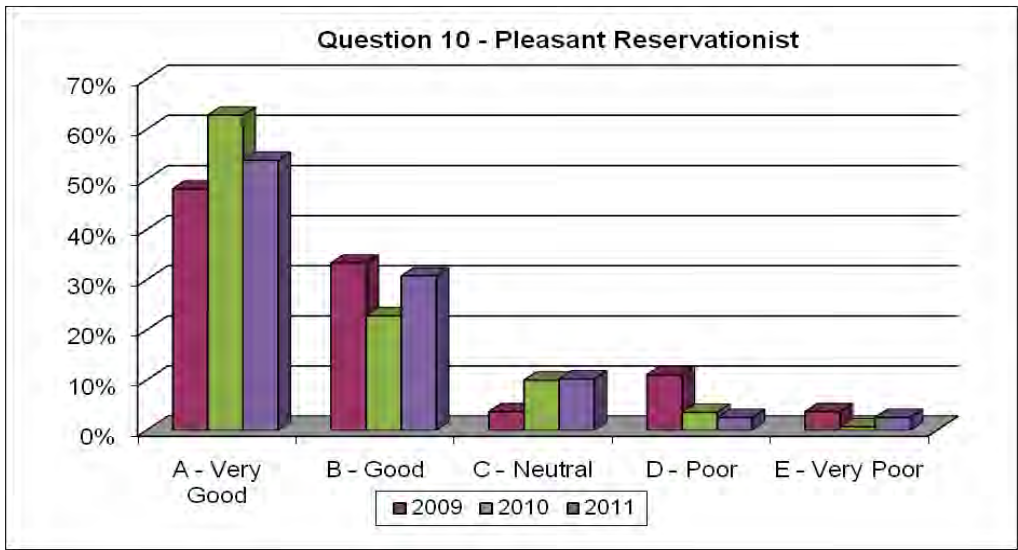
QUESTION	#	RESPONSE	2009	2010	2011	2009	2010	2011
			Total	Total	Total	% of Total	% of Total	% of Total
COST - Amount I pay for my trip is reasonable?	9	A - Very Good	16	92	22	59%	63%	59%
		B - Good	7	30	10	26%	21%	27%
		C - Neutral	3	18	5	11%	12%	14%
		D - Poor	1	1	0	4%	1%	0%
		E - Very Poor	0	4	0	0%	3%	0%
		Total	27	145	37	100%	100%	100%
THE RESERVATIONIST IS PLEASANT?	10	A - Very Good	13	88	21	48%	63%	54%
		B - Good	9	32	12	33%	23%	31%
		C - Neutral	1	14	4	4%	10%	10%
		D - Poor	3	5	1	11%	4%	3%
		E - Very Poor	1	1	1	4%	1%	3%
		Total	27	140	39	100%	100%	100%
THE DRIVERS ARE COURTEOUS AND HELPFUL?	11	A - Very Good	19	117	27	70%	80%	69%
		B - Good	6	22	9	22%	15%	23%
		C - Neutral	0	7	3	0%	5%	8%
		D - Poor	2	0	0	7%	0%	0%
		E - Very Poor	0	1	0	0%	1%	0%
		Total	27	147	39	100%	100%	100%
OVERALL COURTESY OF EMPLOYEES?	12	A - Very Good	15	89	22	56%	64%	58%
		B - Good	7	38	11	26%	27%	29%
		C - Neutral	4	11	4	15%	8%	11%
		D - Poor	1	1	0	4%	1%	0%
		E - Very Poor	0	0	1	0%	0%	3%
		Total	27	139	38	100%	100%	100%
OVERALL SATISFACTION OF SERVICES?	13	A - Very Good	11	82	17	41%	56%	45%
		B - Good	8	45	10	30%	31%	26%
		C - Neutral	8	15	11	30%	10%	29%
		D - Poor	0	2	0	0%	1%	0%
		E - Very Poor	0	2	0	0%	1%	0%
		Total	27	146	38	100%	100%	100%
WHERE ARE YOU GOING ON YOUR TRIP (FINAL DESTINATION)?	14	A. Med/Dent	19	88	20	46%	62%	43%
		B. Sch/Wrk	13	28	19	32%	20%	41%
		C. Groc/Shop	3	7	2	7%	5%	4%
		D. Rec/Errand	1	4	1	2%	3%	2%
		E. Other	5	16	4	12%	11%	9%
		Total	41	143	46	100%	100%	100%
ON AVERAGE, HOW OFTEN DO YOU USE COMMUNITY TRANSPORTATION A MONTH?	15	A. Rarely	2	9	1	7%	6%	3%
		B. 1-2 days	1	20	4	3%	14%	10%
		C. 3-4 days	12	57	17	41%	39%	43%
		D. 5 or more	14	61	18	48%	41%	45%
		Total	29	147	40	100%	100%	100%
IF NOT BY COMMUNITY TRANSPORTATION, HOW WOULD YOU MAKE THIS TRIP?	16	A. Drive	1	7	2	4%	5%	5%
		B. Would not	16	62	10	57%	41%	24%
		C. Carpool	5	40	16	18%	26%	39%
		D. Other	5	35	11	18%	23%	27%
		E. Bus Service	1	9	2	4%	6%	5%
		Total	28	153	41	100%	100%	100%

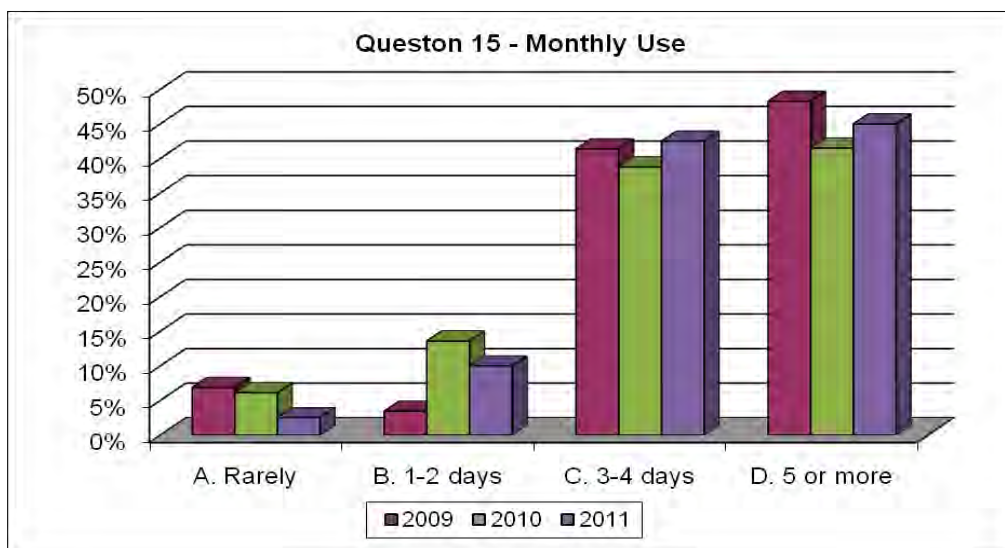
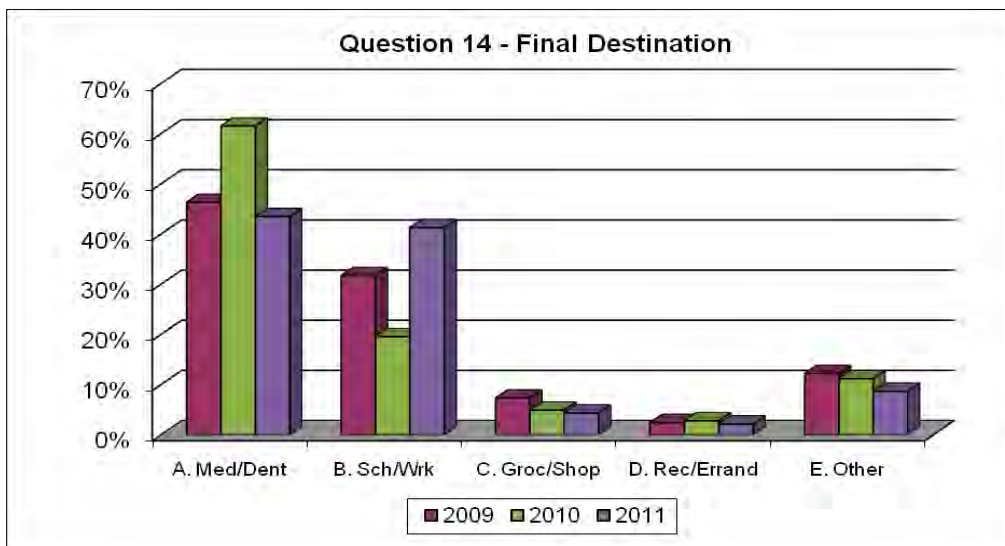
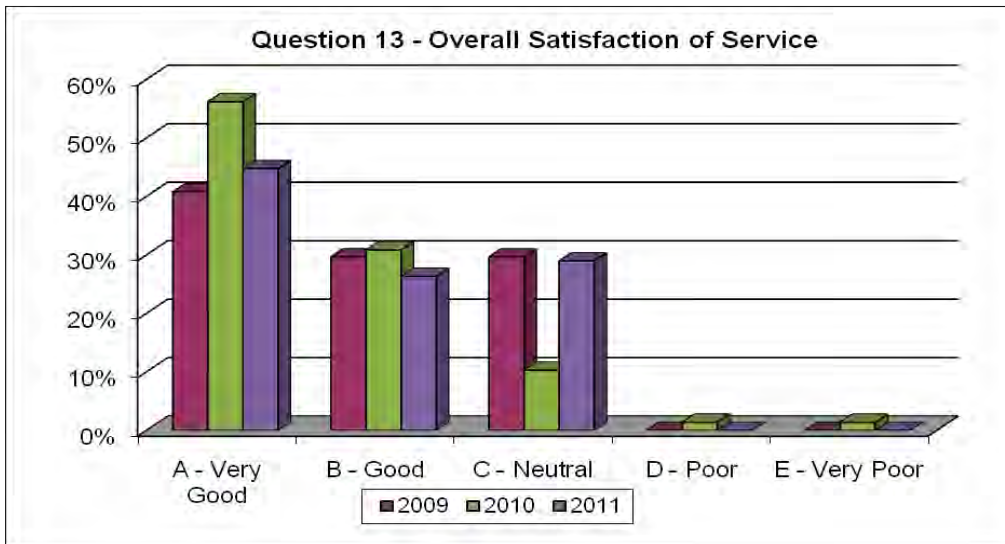
ESCAMBIA COUNTY RIDER SURVEY COMPARISON GRAPHS

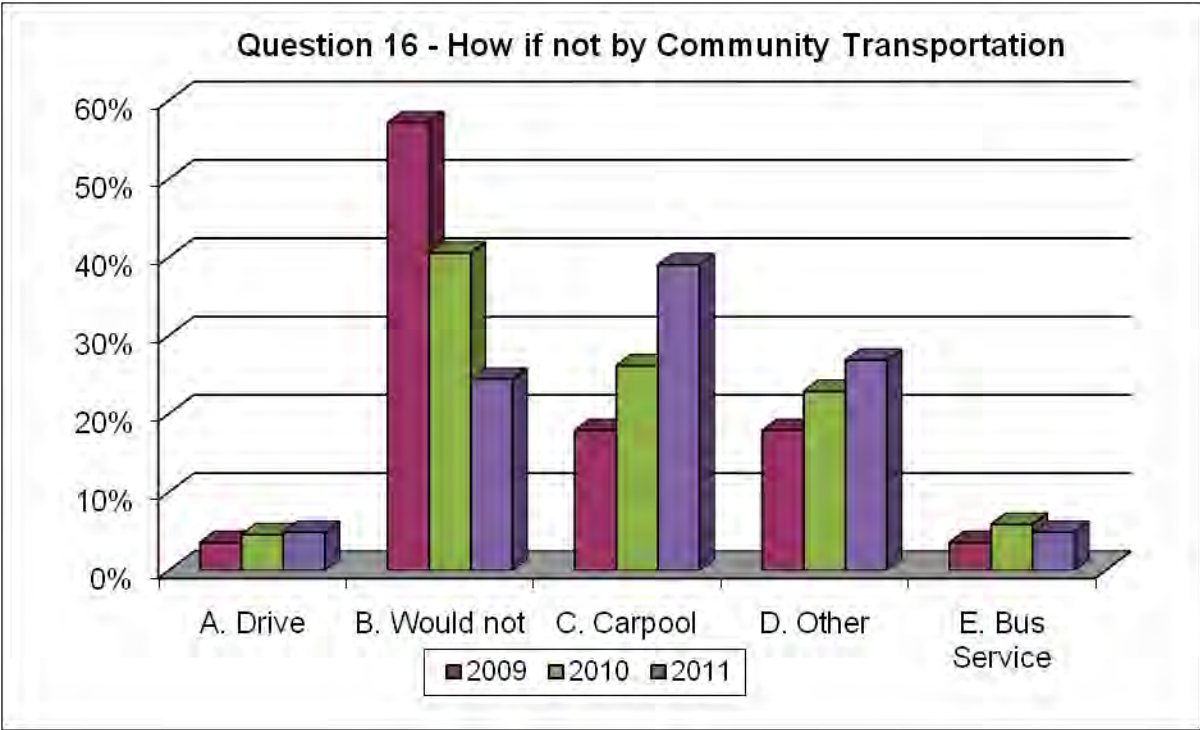












CTC

EVALUATION WORKBOOK

Florida Commission for the



Transportation Disadvantaged

CTC BEING REVIEWED: PENSACOLA BAY TRANSPORTATION

COUNTY: ESCAMBIA COUNTY

ADDRESS: 3100 McCORMICK STREET, PENSACOLA, FLORIDA 32514

CONTACT: BOB DONES

PHONE: 850-477-5256

REVIEW PERIOD: FY 2009-2010

REVIEW DATES: 3/30/2011

PERSON CONDUCTING THE REVIEW: JULIA PEARSALL

CONTACT INFORMATION: 850-332-7976, EXT 231

USING THE APR, COMPILE THIS INFORMATION:

1. OPERATING ENVIRONMENT: RURAL URBAN

2. ORGANIZATION TYPE: PRIVATE-FOR-PROFIT
 PRIVATE NON-PROFIT
 GOVERNMENT
 TRANSPORTATION AGENCY

3. NETWORK TYPE: SOLE PROVIDER
 PARTIAL BROKERAGE
 COMPLETE BROKERAGE

4. NAME THE OPERATORS THAT YOUR COMPANY HAS CONTRACTS WITH:

 Lakeview, Yellow Cab, and Caring Hearts, ECAT (ADA), Williams Cab, EMS stretcher

5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION CONTRACTS WITH:
 **Community Action Program (Head Start), the Community Drug and Alcohol Program (CDAC), Escarosa Workforce, ECAT (bus tickets and passes)
 New contracts: ARC Gateway and Pensacola Developmental Center**

6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS?
 (Recent APR information may be used)

Name of Agency	% of Trips	Name of Contact	Telephone Number
CTD	7	NA	
AHCA	21	NA	
APD	1	NA	
DOEA	3	NA	
Other	68	NA	

7. REVIEW AND DISCUSS TD HELPLINE CALLS:

	Number of calls
Cost	0
Medicaid	9
Quality of Service	11 TD +2 Medicaid
Service Availability	24 TD +7 Medicaid
Toll Permit	
TOTAL	44 (13 complaints)

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC monitoring of its transportation operator contracts to ensure compliance with 427.0155(3), F.S.
“Review all transportation operator contracts annually.”

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED? **Inspections are done annually**

Is a written report issued to the operator? **X** **Yes** No

If NO, how are the contractors notified of the results of the monitoring?

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED? N/A

41-2, Florida Administrative Code requires the CTC to monitor Coordination Contracts

Is a written report issued? Yes No

If NO, how are the contractors notified of the results of the monitoring?

WHAT ACTION IS TAKEN IF A CONTRACTOR RECEIVES AN UNFAVORABLE REPORT?

They are given 30 days to correct the deficiencies, unless it is a critical safety or security issue. Unsafe vehicles are pulled from the road immediately.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? **X** **Yes** No

ASK TO SEE DOCUMENTATION OF MONITORING REPORTS.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)]

“Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP.”

HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM?

The CTC is not using school buses in the coordinated system.

Rule 41-2.012(5)(b): *“As part of the Coordinator’s performance, the local Coordinating Board shall also set an annual percentage goal increase for the number of trips provided within the system for ridership on public transit, where applicable. In areas where the public transit is not being utilized, the local Coordinating Board shall set an annual percentage of the number of trips to be provided on public transit.”*

HOW IS THE CTC USING PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM?

The CTC purchases bus tickets and passes for the Medicaid program and has a coordination contract with other human services organizations that purchase tickets and passes for their recipients.

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT?

Yes **No**

If YES, what is the goal? **51% of the trips provided were by transit.**

Is the CTC accomplishing the goal? **Yes** No

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? Yes No

Comments:

The CTC should identify 1% of their paratransit unduplicated passengers to refer to ECAT for travel training.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(1), Minimum Insurance Compliance

“...ensure compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident...”

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

\$100,000/\$200,000

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

SAME

HOW MUCH DOES THE INSURANCE COST (per operator)? **NA**

Operator	Insurance Cost

DOES THE MINIMUM LIABILITY INSURANCE REQUIREMENTS EXCEED \$1 MILLION PER INCIDENT?

Yes **No**

If yes, was this approved by the Commission? Yes No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? **Yes** No

Comments:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.

"...contracts shall be reviewed annually by the Community Transportation Coordinator and the Coordinating Board as to the effectiveness and efficiency of the Transportation Operator or the renewal of any Coordination Contracts."

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

NA

	CTC	CC #1	CC #2	CC #3	CC #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					

1. DO YOU HAVE TRANSPORTATION ALTERNATIVES? Yes **No**

(Those specific transportation services approved by rule or the Commission as a service not normally arranged by the Community Transportation Coordinator, but provided by the purchasing agency. Example: a neighbor providing the trip)

Cost [CTC and Transportation Alternative (Alt.)]

	CTC	Alt. #1	Alt. #2	Alt. #3	Alt. #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					

- IS THE CTC IN COMPLIANCE WITH THIS SECTION? **Yes** **No**

COMPLIANCE WITH 41-2. F.A.C.

Compliance with Commission Standards

"...shall adhere to Commission approved standards..."

Review the TDSP for the Commission standards.

Commission Standards	Comments
Local toll free phone number must be posted in all vehicles.	Observed on vehicle
Vehicle Cleanliness	Observed on vehicle
Passenger/Trip Database	Observed on vehicle
Adequate seating	Observed on vehicle
Driver Identification	Observed on vehicle
Passenger Assistance	Observed on vehicle
Smoking, Eating and Drinking	Observed on vehicle (No smoking. Eating and drinking permitted for medical reasons)
Two-way Communications	Observed on vehicle
Air Conditioning/Heating	Observed on vehicle
Billing Requirements	Seven days per TDSP.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Local Standards

"...shall adhere to Commission approved standards..."

Review the TDSP for the Local standards. **Not all of this is consistent with the current TDSP**

Local Standards	Comments
Transport of Escorts and dependent children policy	Children under 16 and individuals requiring special loading assistance require an escort. Individuals under 16 years old will be considered on a case by case basis.
Use, Responsibility, and cost of child restraint devices	Infants 9 months or under 20 lbs are required in an infant carrier, and is the responsibility of the parent or guardian. Child restraint seats are provided by the CTC.
Out-of-Service Area trips	For Medicaid beneficiaries if no local provider available. TD medical trips will be considered on an individual trips basis.
CPR/1st Aid	CPR and First Aid training is not required.
Driver Criminal Background Screening	Have a favorable Level 2 background screening. This includes local law enforcement, FDLE, and FBI screening.
Rider Personal Property	Passengers are allowed 2 bags to be secured on their laps or under their seat.
Advance reservation requirements	By 4:30 pm on prior weekday.
Pick-up Window	One half hour for local trips.

Measurable Standards/Goals	Standard/Goal	Latest Figures	MET/NOT MET
Public Transit Ridership	NO GOAL	51%	Add a goal
On-time performance	90%	90% +	MET
Passenger No-shows 6,594	Policy	6,594	MET Need to address
Accidents 2 Should be no more than 1/100,000 miles	No more than 1.2 per 100,000 miles	2 1/657,574 miles	MET Should be No more than 1/100,000 miles.
Roadcalls	No more than 1/10,000 miles	55 1/23,912 miles	MET Correct Goal in TDSP
Complaints This is not an acceptable goal.	No more than 3% (4,193 Complaints)	22	MET
Call-Hold Time	2 minutes	< 2 minutes, per quarterly reports	MET
FINDINGS	The CTC meets all State and Local Standards, but does not have a transit ridership goal. Although the CTC uses transit tickets and passes, there is no documented effort to target paratransit passengers for travel training. ECAT has received a mobility management grant which should facilitate transferring paratransit riders to transit.		
RECOMMENDATIONS	The CTC should identify riders to refer for travel training. The number of unduplicated paratransit users is 2,935. The CTC should identify 30 riders (1.0% of unduplicated headcount) to refer for travel training.		

On-Site Observation of the System

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation: April 5, 2011

Please list any special guests that were present:

Sarah Johnson

Location:

Pensacola vicinity

Number of Passengers picked up/dropped off:

Ambulatory

2

Non-Ambulatory

2

Was the driver on time?

Yes

No, how many minutes late/early?

Did the driver provide any passenger assistance?

Yes

No

Was the driver wearing any identification?

Yes: Uniform
 Name Tag
 ID
 Badge

No

Did the driver render an appropriate greeting?

Yes

No

Driver regularly transports the rider, not necessary

If CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?

Yes

No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?

Yes

No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?

Yes

No

Does the vehicle have working heat and air conditioning?

Yes

No

Does the vehicle have two-way communications in good working order?

Yes

No

If used, was the lift in good working order?

Yes

No

Was there safe and appropriate seating for all passengers?

Yes

No

Did the driver properly use the lift and secure the passenger?

Yes

No

If no, please explain:

RIDER/BENFICIARY SURVEY

CTC: Pensacola Bay Transportation County: Escambia County
 Dates of Survey: February 13th through March 6, 2011

The Planning Agency ridership survey is used to identify rider satisfaction. The results of the survey are included in the Transportation Disadvantaged Service Plan.

Level of Cost Worksheet 1

COSTS BY EXPENSE CATEGORY

CTC EXPENSE CATEGORY BY ACCOUNT	2007-2008 Trips: 164,423		2008-2009 Trips: 291,359		2009-2010 Trips: 283,287	
	Total	Trip	Total	Trip	Total	Trip
Labor	\$1,217,151	\$7.40	\$1,153,472	\$3.96	\$1,237,947	\$4.37
Fringe Benefits	209,429	1.27	395,363	1.36	231,967	.82
Services	159,492	.97	183,038	.63	196,838	.69
Materials/ Supplies	500,421	3.04	457,127	1.57	619,785	2.19
Utilities	53,817	.33	49,779	.17	50,097	.18
Casualty/Liability	379,062	2.30	207,489	.71	146,139	.52
Taxes	90,901	.55	101,079	.35	120,638	.43
Purchased Transportation	536,317	3.26	663,235	2.28	659,738	2.33
Miscellaneous Expenses	26,437	.16	17,416	.06	16,641	.06
Interest Expense	21,468	.13	21,810	.07	16,551	.06
Leases & Rentals	112,466	.68	88,933	.31	102,788	.36
Annual Depreciation/Amortization	68,925	.42	40,268	.14	21,032	.07
Contributed Service/ Allowable Expense	0	0	0.00		0	0
Allocated Indirect Expenses	8,590	.05	0.00		0	0
SYSTEM TOTAL	\$3,384,476	\$20.58	\$3,379,009	\$11.61 \$11.60	\$3,420,101	\$12.07 \$12.08
1. Which expenses are especially high? No expenses are especially high.						
2. Are these high expenses acceptable? Are they approved? NA						
3. What strategies could reduce the unacceptable costs? The main method of decreasing trip and per mile costs is to increase multi loading.						

**Level of Competition
Worksheet 2**

1. Inventory of Transportation Operators in the Service Area

	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit	4	3	SEE BELOW	
Private For-Profit	4	3		
Government	1	1		
Public Transit Agency	1	1		
Total	10	8		100%

Lakeview, ACR Gateway, Caring Hearts, Head Start, and CDAC provide transportation for their own clients/patients. Yellow Cab is used to provide trips that the CTC is unable to provide. The CTC has contracted with EMS as a backup for Non Emergency, non medical stretcher transportation, but has not used the operator yet.

2. How many of the operators are coordination contractors? 3
3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? 2
Does the CTC have the ability to expand? **YES**
4. Indicate the date the latest transportation operator was brought into the system. **2010**
5. Does the CTC have a competitive procurement process? **NO**
6. In the past five (5) years, how many times have the following methods been used in selection of the transportation operators?

	Low bid
	Requests for qualifications
X	Negotiation only

	Requests for proposals
	Requests for interested parties

Which of the methods listed on the previous page was used to select the current operators?

Negotiation only

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

X	Capabilities of operator	X	Scope of Work
	Age of company	X	Safety Program
X	Previous experience	X	Capacity
	Management	X	Training Program
X	Qualifications of staff	X	Insurance
	Resources		Accident History
	Economies of Scale	X	Quality
X	Contract Monitoring		Community Knowledge
X	Reporting Capabilities	X	Cost of the Contracting Process
	Financial Strength	X	Price
X	Performance Bond	X	Distribution of Costs
	Responsiveness to Solicitation		Other: (list)

8. If a competitive bid or request for proposals has been used to select the transportation operators, to how many potential operators was the request distributed in the most recently completed process? **NA**

How many responded? _____

The request for bids/proposals was distributed:

_____ Locally _____ Statewide _____ Nationally

9. Has the CTC reviewed the possibilities of competitively contracting any services other than transportation provision (such as fuel, maintenance, etc...)? **NO**

Level of Availability (Coordination)
Worksheet 3

Please have documents available to review at the CTC Evaluation and show LCB members the CTC operations.

Planning – What are the coordinated plans for transporting the TD population?

Development of the Transportation Disadvantaged Service Plan

Public Information – How is public information distributed about transportation services in the community?

Through handbooks and handouts; outreach to Council on Aging, Lakeview, Oakcrest Elementary School, Local Coordinating Board meetings, and Disability Summit Council

Certification – How are individual certifications and registrations coordinated for local TD transportation services?

Through eligibility coordinators

Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community?

Computer records. Use CTS software.

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call?

Installation of a new telephone system. Now one number rolls over and calls can be answered by any staff member.

Reservations – What is the reservation process? How is the duplication of a reservation prevented?

Reservationist are trained to verify all trip information

Trip Allocation – How is the allocation of trip requests to providers coordinated?

Via E-mail for Yellow Cab only.

Scheduling – How is the trip assignment to vehicles coordinated?

Through Scheduling software and using subscription trips as a base for daily runs.

Transport – How are the actual transportation services and modes of transportation coordinated?

Through Scheduling

Dispatching – How is the real time communication and direction of drivers coordinated?

24 hour dispatching

General Service Monitoring – How is the overseeing of transportation operators coordinated?

Annual inspections.

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated?

Through the Safety Department. Also, 2 way communication with dispatch.

Trip Reconciliation – How is the confirmation of official trips coordinated?

Trips are validated in the computer software. Dispatch counts cash and reviews manifest. Manifests are validated as input in the computer. Dispatch locks cash and manifests in safe.

Billing – How is the process for requesting and processing fares, payments, and reimbursements coordinated?

Safety manager takes cash and manifests and cash to billing for deposit and billing.

Reporting – How is operating information reported, compiled, and examined?

Software pulls reports from daily data entry.

Cost Resources – How are costs shared between the coordinator and the operators (s) in order to reduce the overall costs of the coordinated program?

n/a

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision?

Attend meetings (LCB, Disability Summit, County Commission). Meet with agencies, dialysis, and nursing homes.

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community?

1 year contracts

Preliminary Information Worksheet

CTC Name: Pensacola Bay Transportation Co., LLC

County (Service Area): Escambia County

Contact Person: Robert Dones

Phone # 850-476-8130 ext 216

Check Applicable Characteristic:

ORGANIZATIONAL TYPE:

- Governmental
- Private Non-Profit
- Private For Profit

NETWORK TYPE:

- Fully Brokered
- Partially Brokered
- Sole Source

Once completed, proceed to the Worksheet entitled "Comprehensive Budget"

Escambia County 2011 Rate Model Worksheet

Comprehensive Budget Worksheet

CTC: Pensacola Bay Transportation Co., LLC
County: Escambia County

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

1	Prior Year's ACTUALS from Jan 1st of 2009 to Dec 31st of 2009	Current Year's APPROVED Budget, as amended from Jan 1st of 2010 to Dec 31st of 2010	Upcoming Year's PROPOSED Budget from Jan 1st of 2011 to Dec 31st of 2011	5 % Change from Prior Year to Current Year	6 Proposed % Change from Current Year to Upcoming Year	7 Explanation of Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
	2	3	4			

REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

Local Non-Govt

Farebox	\$ 203,317	\$ 207,329	\$ 213,000	2.0%	2.7%	
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other	\$ -					
Bus Pass Program Revenue						

Local Government

District School Board						36,000 of county cash is operating system subsidy. Remainder is used to purchase ADA trips at the price in the rate model.
Compl. ADA Services						
County Cash	\$ 1,002,501	\$ 1,117,599	\$ 1,221,661	11.5%	9.3%	
County In-Kind, Contributed Services						
City Cash						
City In-kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

CTD

Non-Spons. Trip Program	\$ 493,264	\$ 505,076	\$ 510,000	2.4%	1.0%	
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue						

USDOT & FDOT

49 USC 5307						Increase of utilization and identification of Medicaid recipients that reside in rural 5311 areas - regular operating \$85,000 allocated to PBT by ECAT. 5311 is purchasing units of service at the rates in the rate model.
49 USC 5310						
49 USC 5311	\$ 105,300	\$ 85,000	\$ 85,000	-19.3%	0.0%	
49 USC 5311(F)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						

AHCA

Medicaid	\$ 877,122	\$ 884,247	\$ 885,800	0.8%	0.2%	Other AHCA represents Logisticare and Access 2 Care purchased trips in Escambia.
Other AHCA (specify in explanation)	\$ 5,973	\$ 11,827	\$ 8,257	98.0%	-30.2%	
Bus Pass Program Revenue	\$ 20,922	\$ 17,553	\$ 16,000	-16.1%	-8.8%	

DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						

DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						

DOE (state)

Carl Perkins						VR purchases trips at rate model price.
Div of Blind Services						
Vocational Rehabilitation	\$ 45,112	\$ 68,031	\$ 73,951	50.8%	8.7%	
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						

AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						

DOEA

Older Americans Act						Other DOEA represents the Council on Aging trips that are purchased at a discounted rate.
Community Care for Elderly						
Other DOEA (specify in explanation)	\$ 104,690	\$ 112,511	\$ 108,008	7.5%	-4.0%	
Bus Pass Program Revenue						

DCA

Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						

Escambia County 2011 Rate Model Worksheet

Comprehensive Budget Worksheet

CTC: Pensacola Bay Transportation Co., LLC
County: Escambia County

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

1	Prior Year's ACTUALS from Jan 1st of 2009 to Dec 31st of 2009	Current Year's APPROVED Budget, as amended from Jan 1st of 2010 to Dec 31st of 2010	Upcoming Year's PROPOSED Budget from Jan 1st of 2011 to Dec 31st of 2011	5 % Change from Prior Year to Current Year	6 Proposed % Change from Current Year to Upcoming Year	7 Explanation of Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
	2	3	4			

APD

Office of Disability Determination Developmental Services						Other APD services represents APD trips purchased at a discounted rate.
Other APD (specify in explanation)	\$ 12,100	\$ 15,121	\$ 18,761	25.0%	24.1%	
Bus Pass Program Revenue						

DJJ

(specify in explanation)						
Bus Pass Program Revenue						

Other Fed or State

xxx						
xxx						
xxx						
Bus Pass Program Revenue						

Other Revenues

Interest Earnings						
xxxx						
xxxx						
Bus Pass Program Revenue						

Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve		\$ 13,313				
Balancing Revenue is Short By =						
Total Revenues =	\$2,870,301	\$3,037,607	\$3,140,438	5.8%	3.4%	

EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

Operating Expenditures

Labor	\$ 1,086,743	\$ 1,173,609	\$ 1,236,000	8.0%	5.3%	Operating debt servicing was negative in 2010 because while PBT is committed to reducing their debt load and we did pay down on debt, we also took on some new debt in order to purchase 2 new vehicles. Fringe benefits increased in 2010 due to an increased SUTA rate due to the depleted Florida Unemployment Insurance Account, but we have made changes in the health insurance policies for 2011 and hope to have some savings there. Materials and Supplies increased in 2010 when gas hit \$2.90/gal, but is increased more for 2011 with gas at \$3.93/gal. Leased equipment and utilities have increased cost every year.
Fringe Benefits	\$ 133,206	\$ 200,291	\$ 228,940	50.4%	14.3%	
Services	\$ 189,369	\$ 184,911	\$ 213,885	-2.4%	15.7%	
Materials and Supplies	\$ 410,933	\$ 563,735	\$ 542,707	37.2%	-3.7%	
Utilities	\$ 43,412	\$ 54,214	\$ 56,676	24.9%	4.5%	
Casualty and Liability	\$ 303,779	\$ 221,652	\$ 230,000	-27.0%	3.8%	
Taxes	\$ 91,477	\$ 94,856	\$ 99,000	3.7%	4.4%	
Purchased Transportation:						
Purchased Bus Pass Expenses	\$ 20,922	\$ 17,553	\$ 16,000	-16.1%	-8.8%	
School Bus Utilization Expenses						
Contracted Transportation Services	\$ 373,324	\$ 383,276	\$ 280,000	2.7%	-26.9%	
Other						
Miscellaneous	\$ 11,229	\$ 19,855	\$ 20,000	76.8%	0.7%	
Operating Debt Service - Principal & Interest	\$ 78,894	\$ (17,301)	\$ 73,050	-121.9%	-522.2%	
Leases and Rentals	\$ 88,311	\$ 101,958	\$ 105,181	15.5%	3.2%	
Contrib. to Capital Equip. Replacement Fund						
In-Kind, Contributed Services	\$ -	\$ -	\$ -			
Allocated Indirect						

Capital Expenditures

Equip. Purchases with Grant Funds					
Equip. Purchases with Local Revenue					
Equip. Purchases with Rate Generated Rev.					
Capital Debt Service - Principal & Interest					
PROFIT	\$ 38,431	\$ 39,000	\$ 39,000	1.5%	0.0%
Total Expenditures =	\$2,870,031	\$3,037,608	\$3,140,438	5.8%	3.4%

Once completed, proceed to the Worksheet entitled "Rate Base Adjustment"

Escambia County 2011 Rate Model Worksheet

Rate Base Adjustment Worksheet

CTC: Pensacola Bay Transportation Co., LLC
County: Escambia County

DO NOT COMPLETE THIS WORKSHEET UNTIL THE 3rd YEAR OF USING THE RATE CALCULATION MODEL TO COMPUTE RATES FOR SERVICE!

Section I - Identification of Actual Subsidy Revenue

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column 5.

	Prior Year's ACTUALS from Jan 1st of 2009 to Dec 31st of 2009	What Amount, if Any, of the Actual Revenue in Col. 2 Was Generated by Applying Authorized Rate per Mile/Trip Charges	Actual Rate Subsidy Revenue Excluded from the Rate Base	What amount, if Any, of the Actual Revenue in Col. 4 Came from Grant Funds to Purchase Equipment or Produce Required Deliverables?
1	2	3	4	5

REVENUES (CTC/Operators ONLY)				
Local Non-Govt				
Farebox	\$ 203,317	\$ 54,807	\$ 148,510	
Medicaid Co-Pay Received	\$ -	\$ -	\$ -	
Donations/ Contributions	\$ -	\$ -	\$ -	
In-Kind, Contributed Services	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Local Government				
District School Board	\$ -	\$ -	\$ -	
Compl. ADA Services	\$ -	\$ -	\$ -	
County Cash	\$ 1,002,501	\$ 966,501	\$ 36,000	
County In-Kind, Contributed Services	\$ -	\$ -	\$ -	
City Cash	\$ -	\$ -	\$ -	
City In-kind, Contributed Services	\$ -	\$ -	\$ -	
Other Cash	\$ -	\$ -	\$ -	
Other In-Kind, Contributed Services	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
CTD				
Non-Spons. Trip Program	\$ 493,264	\$ 493,264	\$ -	
Non-Spons. Capital Equipment	\$ -	\$ -	\$ -	
Rural Capital Equipment	\$ -	\$ -	\$ -	
Other TD	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
USDOT & FDOT				
49 USC 5307	\$ -	\$ -	\$ -	
49 USC 5310	\$ -	\$ -	\$ -	
49 USC 5311	\$ 105,300	\$ 105,300	\$ -	
49 USC 5311(F)	\$ -	\$ -	\$ -	
Block Grant	\$ -	\$ -	\$ -	
Service Development	\$ -	\$ -	\$ -	
Commuter Assistance	\$ -	\$ -	\$ -	
Other DOT	\$ -	\$ -	\$ -	
Bus Pass Admin. Revenue	\$ -	\$ -	\$ -	
AHCA				
Medicaid	\$ 877,122	\$ 877,122	\$ -	
Other AHCA	\$ 5,973	\$ 5,973	\$ -	
Bus Pass Program Revenue	\$ 20,922	\$ -	\$ 20,922	
DCF				
Alcohol, Drug & Mental Health	\$ -	\$ -	\$ -	
Family Safety & Preservation	\$ -	\$ -	\$ -	
Comm. Care Dis./Aging & Adult Serv.	\$ -	\$ -	\$ -	
Other DCF	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DOH				
Children Medical Services	\$ -	\$ -	\$ -	
County Public Health	\$ -	\$ -	\$ -	
Other DOH	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DOE (state)				
Carl Perkins	\$ -	\$ -	\$ -	
Div of Blind Services	\$ -	\$ -	\$ -	
Vocational Rehabilitation	\$ 45,112	\$ 45,112	\$ -	
Day Care Programs	\$ -	\$ -	\$ -	
Other DOE	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
AWI				
WAGES/Workforce Board	\$ -	\$ -	\$ -	
Other AWI	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DOEA				
Older Americans Act	\$ -	\$ -	\$ -	
Community Care for Elderly	\$ -	\$ -	\$ -	
Other DOEA	\$ 104,690	\$ 104,690	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DCA				
Community Services	\$ -	\$ -	\$ -	
Other DCA	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	

YELLOW cells
are **NEVER** Generated by Applying Authorized Rates

BLUE cells
are **ALWAYS** Generated by Applying Authorized Rates

GREEN cells
MAY BE Revenue Generated by Applying
Authorized Rate per Mile/Trip Charges

Fill in that portion of actual revenue in Column 2 that was **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rate

GOLD cells

Fill in that portion of Actual Rate Subsidy Revenue in Column 4 that came from Grant Funds Earmarked by the Grantor for Purchasing Equipment or Producing Required Deliverables

Escambia County 2011 Rate Model Worksheet

Rate Base Adjustment Worksheet

CTC: Pensacola Bay Transportation Co., LLC
County: Escambia County

DO NOT COMPLETE THIS WORKSHEET UNTIL THE 3rd YEAR OF USING THE RATE CALCULATION MODEL TO COMPUTE RATES FOR SERVICE!

Section I - Identification of Actual Subsidy Revenue

- Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
- Complete applicable **GOLD** cells in column 5.

	Prior Year's ACTUALS from Jan 1st of 2009 to Dec 31st of 2009	What Amount, if Any, of the Actual Revenue in Col. 2 Was Generated by Applying Authorized Rate per Mile/Trip Charges	Actual Rate Subsidy Revenue Excluded from the Rate Base	What amount, if Any, of the Actual Revenue in Col. 4 Came from Grant Funds to Purchase Equipment or Produce Required Deliverables?
1	2	3	4	5

APD				
Office of Disability Determination	\$ -	\$ -	\$ -	
Developmental Services	\$ -	\$ -	\$ -	
Other APD (specify in explanation)	\$ 12,100	\$ 12,100	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DJJ				
DJJ	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Other Fed or State				
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Other Revenues				
Interest Earnings	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Balancing Revenue to Prevent Deficit				
Actual or Planned Use of Cash Reserve	\$ -	\$ -	\$ -	
Total Revenues =	\$ 2,870,301	\$ 2,664,869	\$ 205,432	\$ -

\$ 205,432
Amount of Actual Operating Rate Subsidy Revenue

Section II - Actual v. Budgeted Operating Rate Subsidy Revenue

- In the **GREEN** cell below, input the Total Budgeted Operating Rate Subsidy Revenue from Fiscal Year that appears below:

	2009
Actual Operating Rate Subsidy Revenue =	\$ 205,432
Same Fiscal Year's Total Budgeted Operating Rate Subsidy Revenue =	
Actual Operating Rate Subsidy Revenue Over / (Under) Budgeted Operating Rate Subsidy Revenue =	\$ - Rate Base Adjustment

The 1st year for which the budgeted rate subsidy revenue will be available for use on this worksheet will be 2 years after starting to use this rate calculation model, meaning the 3rd year of use.

For the 1st and 2nd year, make sure the GREEN cell to the left is blank or \$0. The worksheet will then show \$0 rate base adjustment.

In the 3rd year, enter the budgeted operating rate subsidy revenue from 2 years before. It can be found on the Budgeted Rate Base worksheet for that year.

Once Completed, Proceed to the Worksheet entitled "Budgeted Rate Base"

Escambia County 2011 Rate Model Worksheet

Budgeted Rate Base Worksheet

CTC: Pensacola Bay Transportation Co., LLC

County: Escambia County

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

	Upcoming Year's BUDGETED Revenues		
	from Jan 1st of 2011 to Dec 31st of 2011	What Amount of the Budgeted Revenue in Col. 2 Will be Generated by Applying Authorized Rate per Unit or used as Local Match	What amount of the <u>Subsidy Revenue</u> in Col. 4 Will Come from Funds to Purchase Equipment? Also, what amount of Local Funds in Col. 4 will be used as Match for the Purchase of Equipment.
1	2	3	4 Budgeted Subsidy Revenue EXCLUDED from the Rate Base
			5

YELLOW cells
are **NEVER** Generated by Applying Authorized Rates

BLUE cells
are **ALWAYS** Generated by Applying Authorized Rates

GREEN cells
MAY BE Revenue Generated by Applying
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and **NOT** Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Equipment or Producing Required Deliverables. Also include the portion of Local Funds earmarked as Match related to the Purchase of Capital Equipment if a match amount is required by the Funding Source.

REVENUES (CTC/Operators ONLY)			
Local Non-Govt			
Farebox	\$ 213,000	\$ 56,666	\$ 156,334
Medicaid Co-Pay Received	\$ -	\$ -	\$ -
Donations/ Contributions	\$ -	\$ -	\$ -
In-Kind, Contributed Services	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
Local Government			
District School Board	\$ -	\$ -	\$ -
Compl. ADA Services	\$ -	\$ -	\$ -
County Cash	\$ 1,221,661	\$ 1,185,661	\$ 36,000
County In-Kind, Contributed Services	\$ -	\$ -	\$ -
City Cash	\$ -	\$ -	\$ -
City In-Kind, Contributed Services	\$ -	\$ -	\$ -
Other Cash	\$ -	\$ -	\$ -
Other In-Kind, Contributed Services	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
CTD			
Non-Spons. Trip Program	\$ 510,000	\$ 510,000	\$ -
Non-Spons. Capital Equipment	\$ -	\$ -	\$ -
Rural Capital Equipment	\$ -	\$ -	\$ -
Other TD	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
USDOT & FDOT			
49 USC 5307	\$ -	\$ -	\$ -
49 USC 5310	\$ -	\$ -	\$ -
49 USC 5311	\$ 85,000	\$ 85,000	\$ -
49 USC 5311(F)	\$ -	\$ -	\$ -
Block Grant	\$ -	\$ -	\$ -
Service Development	\$ -	\$ -	\$ -
Commuter Assistance	\$ -	\$ -	\$ -
Other DOT	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
AHCA			
Medicaid	\$ 885,800	\$ 885,800	\$ -
Other AHCA	\$ 8,257	\$ 8,257	\$ -
Bus Pass Program Revenue	\$ 16,000	\$ -	\$ 16,000
DCF			
Alcoh. Drug & Mental Health	\$ -	\$ -	\$ -
Family Safety & Preservation	\$ -	\$ -	\$ -
Comm. Care Dis./Aging & Adult Serv.	\$ -	\$ -	\$ -
Other DCF	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
DOH			
Children Medical Services	\$ -	\$ -	\$ -
County Public Health	\$ -	\$ -	\$ -
Other DOH	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
DOE (state)			
Carl Perkins	\$ -	\$ -	\$ -
Div of Blind Services	\$ -	\$ -	\$ -
Vocational Rehabilitation	\$ 73,951	\$ 73,951	\$ -
Day Care Programs	\$ -	\$ -	\$ -
Other DOE	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
AWI			
WAGES/Workforce Board	\$ -	\$ -	\$ -
AWI	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
DOEA			
Older Americans Act	\$ -	\$ -	\$ -
Community Care for Elderly	\$ -	\$ -	\$ -
Other DOEA	\$ 108,008	\$ 108,008	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -
DCA			
Community Services	\$ -	\$ -	\$ -
Other DCA	\$ -	\$ -	\$ -
Bus Pass Program Revenue	\$ -	\$ -	\$ -

Escambia County 2011 Rate Model Worksheet

Budgeted Rate Base Worksheet

CTC: Pensacola Bay Transportation Co., LLC

County: Escambia County

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

	Upcoming Year's BUDGETED Revenues		
	from Jan 1st of 2011 to Dec 31st of 2011	What Amount of the Budgeted Revenue in Col. 2 Will be Generated by Applying Authorized Rate per Unit or used as Local Match	What amount of the Subsidy Revenue in Col. 4 Will Come from Funds to Purchase Equipment? Also, what amount of Local Funds in Col. 4 will be used as Match for the Purchase of Equipment.
1	2	3	4

APD				
Office of Disability Determination	\$ -	\$ -	\$ -	
Developmental Services	\$ -	\$ -	\$ -	
Other APD	\$ 18,761	\$ 18,761	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
DJJ				
DJJ	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Other Fed or State				
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Other Revenues				
Interest Earnings	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
Balancing Revenue to Prevent Deficit				
Actual or Planned Use of Cash Reserve	\$ -	\$ -	\$ -	
Total Revenues =	\$ 3,140,438	\$ 2,932,104	\$ 208,334	\$ -

EXPENDITURES (CTC/Operators ONLY)	
Operating Expenditures	
Labor	\$ 1,236,000
Fringe Benefits	\$ 228,940
Services	\$ 213,885
Materials and Supplies	\$ 542,707
Utilities	\$ 56,676
Casualty and Liability	\$ 230,000
Taxes	\$ 99,000
Purchased Transportation:	
Purchased Bus Pass Expenses	\$ 16,000
School Bus Utilization Expenses	\$ -
Contracted Transportation Services	\$ 280,000
Other	\$ -
Miscellaneous	\$ 20,000
Operating Debt Service - Principal & Interest	\$ 73,050
Leases and Rentals	\$ 105,181
Contrib. to Capital Equip. Replacement Fund	\$ -
In-Kind, Contributed Services	\$ -
Allocated Indirect	\$ -
Capital Expenditures	
Equip. Purchases with Grant Funds	\$ -
Equip. Purchases with Local Revenue	\$ -
Equip. Purchases with Rate Generated Rev.	\$ -
Capital Debt Service - Principal & Interest	\$ -
PROFIT	\$ 39,000
Total Expenditures =	\$ 3,140,438
minus EXCLUDED Subsidy Revenue =	\$ 208,334
Budgeted Total Expenditures INCLUDED in	Rate Base = \$ 2,932,104
Rate Base Adjustment ¹ =	\$ -
Adjusted Expenditures Included in Rate	Base = \$ 2,932,104

\$ 208,334 For Use in Fiscal Year:
2013
Amount of Budgeted Operating Rate Subsidy Revenue

Red Cell
Use for Future Rate Adjustment Purposes

This Budgeted Operating Rate Subsidy Revenue amount will be used 2 years later when the Actual rate subsidy revenue will be known for this budgeted fiscal year. At that time, this budgeted amount will be entered on the Rate Base Adjustment worksheet for that year's proposed budget and used to calculate a possible rate base adjustment.

¹The Difference between Actual and Budgeted Rate Subsidy Revenue for Fiscal Year: 2009 -

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

Worksheet for Program-wide Rates

CTC: Pensacola Bay Transportation Co., L
 County: Escambia County

1. Complete Total Projected Passenger Miles and Passenger Trips (**GREEN** cells) below

- Do **NOT** include passenger trips or passenger miles related to Coordination Contractors!
- Do **NOT** include School Board or other non-transportation disadvantaged passenger trips or passenger miles!
- Be sure to **INCLUDE** all contracted passenger trips and contracted passenger miles!
- Do **NOT** include trips or miles for services provided to the general public!
- Do **NOT** count escort activity as passenger trips or passenger miles unless charged the full rate for service!
- Do **NOT** county bus program trips or passenger miles!

PROGRAM-WIDE RATES	
Total <u>Projected</u> Passenger Miles =	1,100,076
Rate Per Passenger Mile = \$	2.67
Total <u>Projected</u> Passenger Trips =	103,660
Rate Per Passenger Trip = \$	28.29

Fiscal Year
 2011

Rates If No Revenue Funds Were Identified As Subsidy Funds	
Rate Per Passenger Mile = \$	2.84
Rate Per Passenger Trip = \$	30.14

Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"

Escambia County 2011 Rate Model Worksheet

Worksheet for Multiple Service Rates

CTC: Pensacola Bay Transportation Co., LLC
County: Escambia County

1. Answer the questions by completing the **GREEN** cells starting in **Section I** for all services
2. Follow the **DARK RED** prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services **TOTALLY** in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No
Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Skip # 2, 3 & 4 and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No

3. If you answered YES to # 1 & # 2 above, how much is the proposed contract amount for the service?.....
How many of the total projected **Passenger Miles** relate to the contracted service?
How many of the total projected **passenger trips** relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank	Leave Blank	Do NOT Complete Section II for Group Service
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Effective Rate for **Contracted Services**:
per **Passenger Mile** =
per **passenger trip** =

Ambulatory	Wheelchair	Stretcher	Group
Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a **Combined Rate per Trip PLUS** a **per Mile** add-on for 1 or more services,....
.... **INPUT** the Desired **per Trip Rate** (but must be **less** than per trip rate in #3 above) =
Rate per Passenger Mile for Balance =

Combination Trip and Mile Rate			
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Escambia County 2011 Rate Model Worksheet

Worksheet for Multiple Service Rates

CTC: Pensacola Bay Transportation Co., LLC
 County: Escambia County

1. Answer the questions by completing the **GREEN** cells starting in **Section I** for all services
2. Follow the **DARK RED** prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?..... Yes
 No
Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to # 1, do you want to charge the fee per passenger trip OR per Passenger Mile?..... Pass. Trip **Leave Blank**
 Pass. Mile
3. If you answered Yes to # 1 and completed # 2, for how many of the projected passenger trips / Passenger Miles...
will a passenger be accompanied by an escort? Leave Blank
4. How much will you charge each escort?..... Leave Blank

SECTION IV: Group Service Loading

1. If the message "**You Must Complete This Section**" appears to the right, what is the projected total...
 ...number of **Group Service Passenger Miles**? (otherwise leave blank)..... **Do NOT Complete Section IV**
- And what is the projected total number of Group Vehicle Revenue Miles? **Loading Rate**
 0.00 to 1.00

SECTION V: Rate Calculations for Multiple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
 * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, **MINUS** miles and trips for contracted services IF the rates were calculated in the Section II above
 * Be sure to leave the service **BLANK** if you answered **NO** in Section I or **YES** to question #2 in Section II

		RATES FOR FY: 2011			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	1,100,076	= 893,772	+ 205,552	+ 752	+ Leave Blank 0
Rate per Passenger Mile =		\$2.35	\$4.02	\$8.39	\$0.00 <small>per passenger per group</small>
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	103,660	= 80,000	+ 23,500	+ 160	+ Leave Blank 0
Rate per Passenger Trip =		\$24.26	\$41.59	\$86.65	\$0.00 <small>per passenger per group</small>
2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,.....		Combination Trip and Mile Rate			
		Ambul	Wheel Chair	Stretcher	Group
...INPUT the Desired Rate per Trip (but must be <u>less</u> than per trip rate above) =		\$12.40	\$17.40	\$25.00	Leave Blank \$0.00
Rate per Passenger Mile for Balance =		\$1.24	\$2.04	\$3.07	\$0.00 <small>per passenger per group</small>

Escambia County 2011 Rate Model Worksheet

Worksheet for Multiple Service Rates

1. Answer the questions by completing the **GREEN** cells starting in **Section I** for all services
2. Follow the **DARK RED** prompts directing you to skip or go to certain questions and sections based on previous answers

CTC: Pensacola Bay Transportation Co., LLC
 County: Escambia County

Rates If No Revenue Funds Were Identified As Subsidy Funds				
Ambul	Wheel Chair	Stretcher	Group	
\$2.50	\$4.29	\$8.94	\$0.00	\$0.00
			per passenger	per group
Ambul	Wheel Chair	Stretcher	Group	
\$25.85	\$44.32	\$92.33	\$0.00	\$0.00
			per passenger	per group

Rate per Passenger Mile =

Rate per Passenger Trip =



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1552

County Administrator's Report Item #: 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Acquisition of Real Property Located on Saufley Field Road from the Johnson Family

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on Saufley Field Road from the Johnson Family - Joy D. Blackmon, P. E., Pubic Works Department Director

That the Board authorize the Chairman to execute the Contract for Sale and Purchase from Michael and Sandra Johnson, David Johnson, Genevieve Hollis and Martha Morgan for the acquisition of property located at 5650 Saufley Field Road.

[Funding Source: Fund 401, "Solid Waste Fund", Cost Center 230316, "Saufley Landfill", Object Code 56101]

Meeting in regular session on June 16, 2011, the Board approved the purchase of three parcels of property located on Saufley Field Road from Michael and Sandra Johnson, David Johnson, Genevieve Hollis and Martha Morgan. Two of the parcels have been acquired, but in preparation for closing it was noted that the legal description was inadvertently omitted on the Contract for Sale and Purchase for this parcel as presented to the Board. In all other aspects, the Contract for Sale and Purchase remains unchanged. Staff is requesting Board approval to amend the Contract for Sale and Purchase to include the legal description and to proceed with this acquisition.

BACKGROUND:

Meeting in regular session on June 16, 2011, the Board approved the purchase of three parcels of property located on Saufley Field Road from Michael and Sandra Johnson, David Johnson, Genevieve Hollis and Martha Morgan. Two of the parcels have been acquired, but in preparation for closing it was noted that the legal description was inadvertently omitted on the Contract for Sale and Purchase for this parcel as presented to the Board. In all other aspects, the Contract for Sale and Purchase remains unchanged. Staff is requesting Board approval to amend the Contract for Sale and Purchase to include the legal description and to proceed with this acquisition.

BUDGETARY IMPACT:

Funds for this project are available in Fund 401 "Solid Waste Fund", Cost Center 230316 "Saufley Landfill", Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 17, 2011. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Board Action 06/16/11

Contract

Checklist

Appraisal

Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

19. Adopting a Resolution (*R2011-95*) to approve and authorize the Chairman to sign a Lease Agreement with the State of Florida, Department of Management Services, Department of Juvenile Justice, Regional Assessment Center, located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, for the Lease of 12,036 square feet, from July 1, 2011, to June 30, 2021; rent from this lease will be deposited into the General Fund (001); rent for the first year will be \$103,124.45.
20. Taking the following action regarding the acquisition of real property located adjacent to Saufley Field Construction and Demolition (C&D) site from Michael and Sandra Johnson; meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, owned by Michael and Sandra Johnson; this property abuts the east property line of the Saufley C&D site (Funding Source: Fund 401 [Solid Waste], Cost Center 220613 [Saufley Landfill], Object Code 56101 [Land]):
 - A. Authorizing the purchase of three parcels of real property (totaling approximately 4.92 acres), for \$262,000, from Michael and Sandra Johnson, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*; and
 - B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property, without further action of the Board.

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **MICHAEL L.** and **SANDRA K. JOHNSON**, husband and wife, whose address is 5654 Saufley Field Road, Pensacola, Florida 32526, as to ¼ interest; **DAVID JOHNSON** whose address is 6 NW Baublits Drive, Pensacola, Florida 32507, as to ¼ interest; **GENEVIEVE HOLLIS** whose address is 2143 Inda Avenue, Pensacola, Florida 32526, as to ¼ interest and **MARTHA MORGAN** whose address is 4685 Pinot Noir Drive, Braselton, Georgia 30517, as to ¼ interest ("Sellers"), 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.** Sellers agree 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 Ten Thousand Dollars (\$10,000), payable to Sellers 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 Sellers in writing specifying the defects, and Sellers 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 Sellers are 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 Sellers 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, Sellers 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 Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent 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.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have 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 Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers 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, Sellers 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.** Sellers 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, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers 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 Sellers have no right of specific performance. If Sellers 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 Sellers 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. Buyer and Sellers 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 Sellers 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 Sellers 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 32505

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:

Michael L. & Sandra K. Johnson
5654 Saufley Field Road
Pensacola, FL 32526

David Johnson
6 NW Baublits Drive
Pensacola, FL 32507

Genevieve Hollis
2143 Inda Avenue
Pensacola, FL 32526

Martha Morgan
4685 Pinot Noir Drive
Braselton, Georgia 30517

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. Sellers 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 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 Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers 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 Sellers, 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. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey 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 Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers 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 Sellers, (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. Sellers agree 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).

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 S. White
Title Asst. County Attorney
Date June 17, 2011

SELLERS:

Judith Cantrell
Witness
Judith Cantrell
Print Name

Michael L. Johnson
MICHAEL L. JOHNSON

Beanie W Manning
Witness
Beanie W Manning
Print Name

Date: June 8, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 2011, by Michael Johnson. He () is personally known to me, () produced current as identification.

Judith C Cantrell
Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public
JUDITH C. CANTRELL
Comm # DD967613
Expires 5/17/2014
Florida Notary Assn., Inc.

SELLERS:

Bernie W Manning
Witness

Bernie W Manning
Print Name

Judith Cantrell
Witness

Judith Cantrell
Print Name

Sandra K Johnson
SANDRA K. JOHNSON

Date: June 8, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 2011, by Sandra K. Johnson. She () is personally known to me, () produced current as identification.

Judith C Cantrell
Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public
JUDITH C. CANTRELL
Comm# DD967613
Expires 5/17/2014
Florida Notary Assn., Inc.

SELLERS:

Larry Goodwin
Witness
LARRY GOODWIN
Print Name

David Johnson
DAVID JOHNSON

Judith Cantrell
Witness
Judith Cantrell
Print Name

Date: June 16, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of June, 2011, by David Johnson. He () is personally known to me, () produced current FL Drivers License as identification.

Judith C Cantrell
Signature of Notary Public
Judith C Cantrell
Printed Name of Notary Public

(Notary Seal)



SELLERS:

Judith Cantrell
Witness
Judith Cantrell
Print Name

Genevieve Hollis
GENEVIEVE HOLLIS

Bernie W Manning
Witness
Bernie W Manning
Print Name

Date: June 8, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 2011, by Genevieve Hollis. She () is personally known to me, () produced current _____ as identification.

Judith C. Cantrell
Signature of Notary Public

(Notary Seal)



SELLERS:

Seth E. E. [Signature]

Witness

Seth E. E. [Signature]

Print Name

Rachel Lawley [Signature]

Witness

Rachel Lawley [Signature]

Print Name

Martha Morgan [Signature]

MARTHA MORGAN

Date: JUNE 9, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of June, 2011, by Martha Morgan. She is personally known to me, produced current GA DMV DRIVERS LICENSE as identification.

Amy Jackson [Signature]

Signature of Notary Public

Amy Jackson

Printed Name of Notary Public

(Notary Seal)

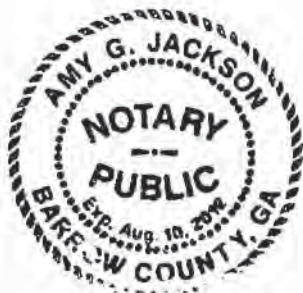


Exhibit "A"

The North 76.00 feet of the South 990.00 feet of the East 220.00 feet of the Southwest quarter of the Southwest quarter of Section 38, Township, 1 South, Range 31 West, Escambia County, Florida, together with all of Grantors' right, title and interest in that certain Private Right-of-Way Easement recorded in Official Record Book 6318 at Page 39 of the public records of Escambia County, Florida.



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: MICHAEL L Johnson & SANDRA Acct # 091769100
5640, 5650, 5654 SAUNDY FIELD ROAD # 09177060
091770015

County Administrator (or designee) - Appraisals

Appraiser (1): BRANTLEY & ASSOC
 Date of appraisal: AUGUST 13, 2010
 Appraised value: \$ 202,000
 Received by: LARRY GOODWIN
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: MAY 13, 2011 Carol Beattie
 Received by: _____
 Comments: TRANSACTIONAL SCREENING ESA FAILED TO IDENTIFY
ANY AREAS OF ENVIRONMENTAL CONCERN.

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: DAVID WHEELER
 Date: 4-28-11
 Comments: PER EMAIL FROM D. WHEELER - NO ISSUES
Lag

Risk Management Department - Property Inspection

Inspected by: MARCUS FAULKNER
 Date: APRIL 28, 2011
 Comments: PER E-MAIL FROM M. FAULKNER - NO ISSUES
Lag

Engineering Department - Review of Survey or Boundary Map

Completed by: 360° SURVEYING
 Date: JUNE 9, 2011
 Comments: RLH

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 406, Solid waste Fund 1220613 Acct #
 Verified by: R Lambert Sandy Insuffell
 Date: 6/15/11
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



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Property Location/Identification: 5654 Saufley Field Road (3 Parcels)

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

Director's Signature
 David W. Wheeler, CFM

Inspected by: No inspection conducted on permanent structures
 Date: 04/28/2011
 Comments: See attached e-mail from Pat Johnson dated 04/27/2011.

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: THREE PARCELS ABUTTING SAUFLEY FIELD C&D (#1) 381S313305001001, (#2) 381S313305002003, (#3) 381S313305000003

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 Digitally signed by Marcus Faulkner
DN: cn=Marcus Faulkner, o=Escambia County, ou=Escambia County, email=marcus.faulkner@escambia.fl.us, c=US
 Date: April 26, 2011
 Comments: Property connects directly with site used for hurricane debris disposal. No additional concerns noted (structures are scheduled for demolition)

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: _____

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31. §1. 7-18-2002; Ord. No. 2004-37. §1. 7-22-2004; Ord. No. 2006-74)

SUMMARY APPRAISAL REPORT

±0.38 ACRES OF VACANT LAND

LOCATED AT 5650 SAUFLEY FIELD ROAD IN
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF AUGUST 13, 2010

VR10DS6347-7



PREPARED FOR
ESCAMBIA COUNTY ENGINEERING
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32504

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 18, 2010

Mr. Larry Goodwin, Real Estate Acquisition Supervisor
Escambia County Engineering Department
1190 West Leonard Street
Pensacola, Florida 32504

RE: Appraisal of approximately 0.38 acres of vacant
land located 5650 Saufley Field Road in
Pensacola, Escambia County, Florida

Dear Mr. Goodwin:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of August 13, 2010, the date of inspection.

The subject property contains approximately 0.38 acres of vacant land in Pensacola, Escambia County, Florida. The property rights appraised are fee simple. By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of August 13, 2010, is:

MARKET VALUE ESTIMATE
TEN THOUSAND DOLLARS
\$10,000

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

(1) On April 20, 2010 an oil spill occurred in the Gulf of Mexico as a result of an explosion on the Deepwater Horizon rig operated by B.P. The spill has leaked extensively into the Gulf of Mexico waters. Oil has impacted shorelines along the Gulf of Mexico. Although this appraisal report bears an effective date of value that is after the date of the oil spill, it is important for any reader to realize that the full impacts from the spill may not yet be manifest in the value opinion rendered herein. This is because enough time has not yet elapsed for us to analyze comparable sales data occurring after the date of the spill. As a result, any reader is advised that this appraised value does not address or consider the value impact that may result due to existing or forthcoming pollution of the Florida and Alabama coastlines.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

(2) The subject property is accessed by an apparent easement across the lands of another, but we could not find documented evidence of legal access. We make the assumption that the subject benefits from a perpetual ingress/egress easement across the existing access route.

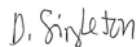
This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



David C. Singleton
Registered Trainee Appraiser
Florida RI23431

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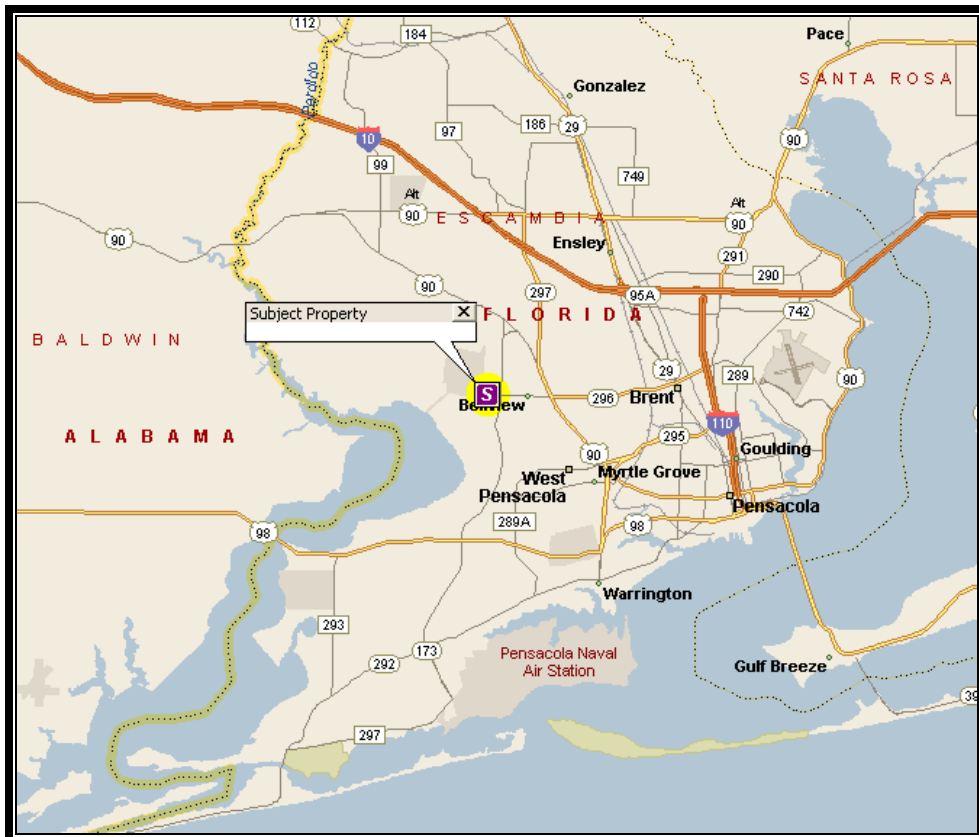
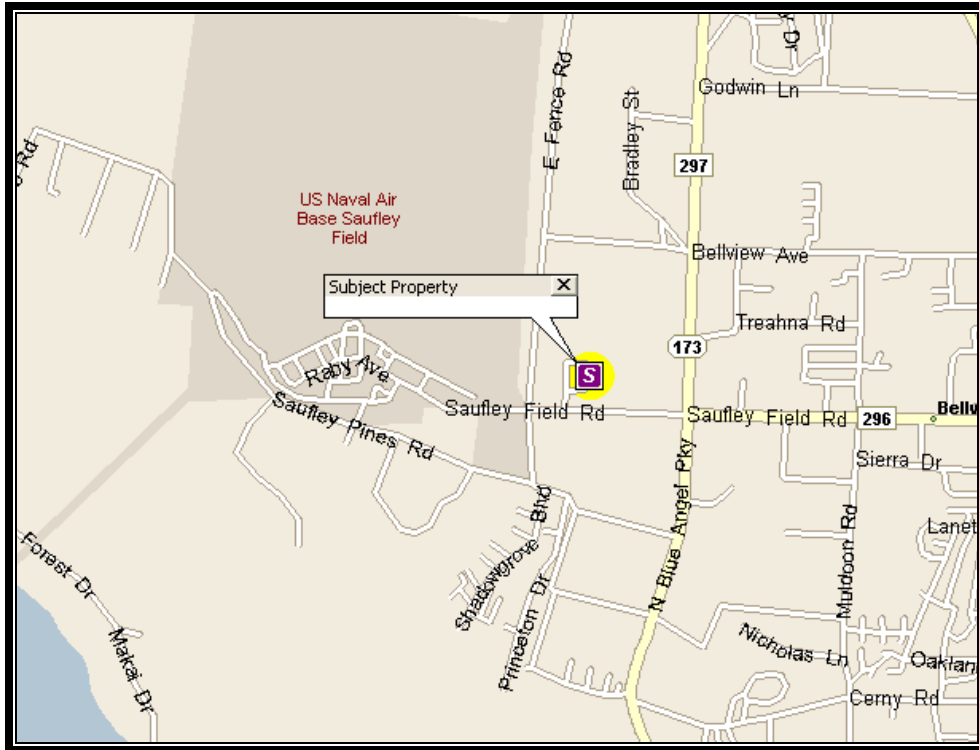
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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Approximately 0.38 acres of vacant land located at 5650 Saufley Field Road in Pensacola, Escambia County, Florida. .
OWNERSHIP:	Annie Bell Johnson c/o Michael Johnson 5654 Saufley Field Road Pensacola, Florida 32526
ADDRESS OF PROPERTY:	5650 Saufley Field Road Pensacola, Florida 32526
PURPOSE OF APPRAISAL:	To obtain an opinion of the market value of the subject property as of the specified date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	August 13, 2010
DATE OF INSPECTION:	August 13, 2010
DATE OF REPORT:	August 18, 2010
YEAR 2010 ASSESSMENT:	\$12,658
YEAR 2009 TAXES:	\$150.00
CURRENT ZONING:	R-R, Rural Residential District
FUTURE ZONING:	MU-2, Mixed Use
LAND AREA:	0.38 Acres, 16,553 SF (+/-)
IMPROVEMENTS:	None
HIGHEST AND BEST USE:	Residential Development
<u>VALUATIONS:</u>	
FINAL VALUE OPINION:	\$10,000

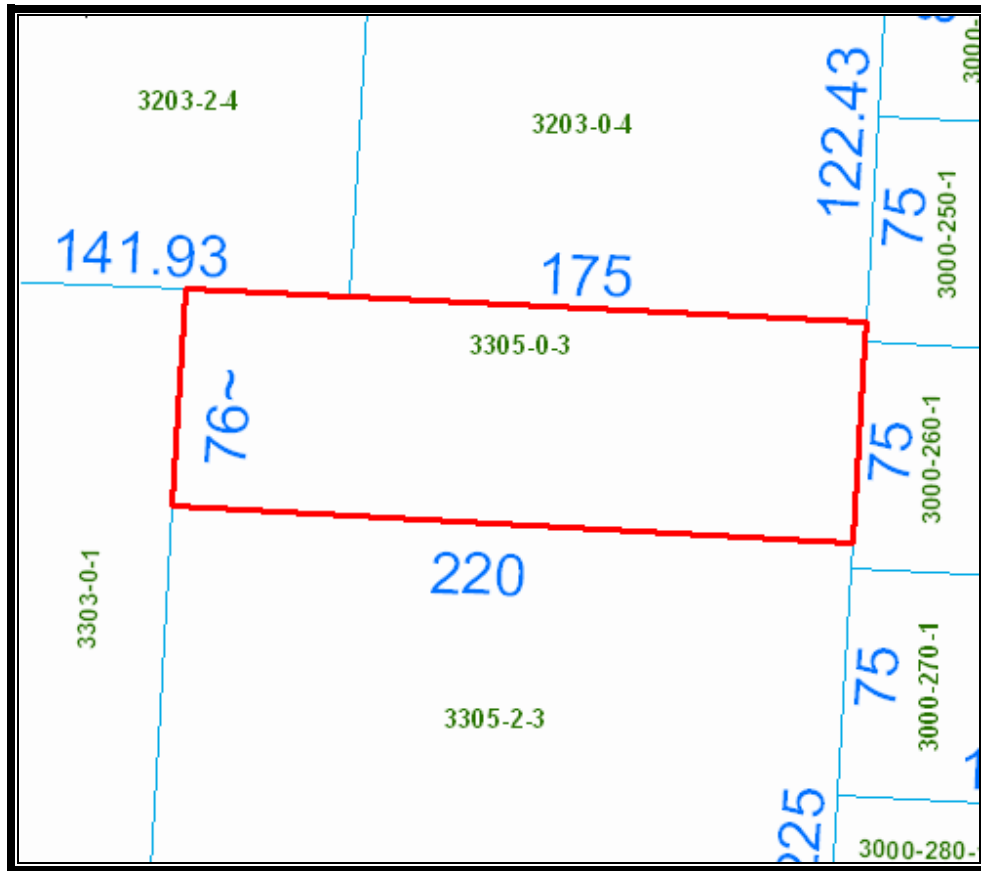
LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPHS OF SUBJECT PROPERTY



PLAT OF SUBJECT PROPERTY



FEMA FLOOD MAP INCLUDING THE SUBJECT PROPERTY

Flood Map Panel No. 12033C0355G

Dated: September 29, 2006



. BASED UPON THE ABOVE F.E.M.A. FLOOD MAP, THE SUBJECT PROPERTY IS SITUATED WITHIN FLOOD ZONE X, WHICH IS AN AREA OF MINIMAL FLOOD POTENTIAL.

SOIL MAP OF SUBJECT PROPERTY



SUMMARY OF SOILS AT THE SUBJECT PROPERTY

24	Porch sandy loam	0-2	Well-drained	<p>This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges. Has moderate water capacity, moderately slow permeability, but does not flood. Has a seasonal high water table at a depth of 2.5 to 5 feet from December thru April. Well suited to cultivated crops, pasture use, growth of hay, slash, loblolly and longleaf pines, and most recreational uses. Suited for most urban uses. Main management concerns are wetness and moderately slow permeability. A subsurface drainage system can help to lower the water table.</p>
----	------------------	-----	--------------	---

PHOTOGRAPHS OF SUBJECT PROPERTY



Saufley Field Road, subject not in photograph, eastern view



Saufley Field Road, subject not in photograph, western view

PHOTOGRAPHS OF SUBJECT PROPERTY



Physical access to subject property, northern view



Manufactured home on subject site (not appraised) in poor condition, northern view

APPRAISAL PREPARED FOR

Mr. Larry Goodwin, Real Estate Acquisition Supervisor

Escambia County Engineering Department

1190 West Leonard Street

Pensacola, Florida 32504

PROPERTY IDENTIFICATION

Vacant land located at 5650 Saufley Field Road, Pensacola, Escambia County, Florida.

LEGAL DESCRIPTION

A legal description for the subject property was found attached to the latest deed indicated by the assessment records. This deed is a quitclaim deed, which is found within the Escambia County public records at OR Book 4681, Page 281. A copy of the deed is presented within the addenda. We relied upon the legal description in order to define the subject's site area and site boundaries.

Additionally, we assume the subject benefits from an ingress/egress easement, extending north from Saufley Field Road along the western border of the southern two properties separating the subject from the aforementioned public right-of-way. This easement is 15' wide and is approximately 875' in length.

DATE OF VALUE OPINION

August 13, 2010, being the last date of inspection.

DATE OF REPORT

August 18, 2010

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client, Escambia County Board of County Commissioners, with the acquisition of the subject property for storm water retention purposes.

SCOPE & EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. For this appraisal assignment, the subject property was identified by a legal description found attached to the most recent deed of record (Ref: OR Book 6481, Page 281). Primary data concerning the region, neighborhood and the subject property was obtained through discussions with city and county government officials, i.e. the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, County GIS and aerial maps, flood maps and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site, photographing of the site, and inspecting the surrounding neighborhood. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 2-year period before the effective date of the appraisal. The search for comparable sales data was limited to the subject's immediate neighborhood, with the most emphasis placed on the general areas proximate to the property. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

It is our opinion that the sales comparison approach is sufficient to produce a credible value opinion in light of the intended use of the appraisal. This report is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The cost and income approaches are not relevant because this is an appraisal of vacant land.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property. We are also considering in value the benefit to the subject property that would accrue by virtue of an easement for ingress and egress. An easement is an interest in real property that conveys use, but not ownership. We are assuming the subject property benefits from such an easement because this is the current access mode; however, we could find no recorded evidence of any such easement. Any reader is advised to insure that proper legal access is in existence prior to reliance upon this appraisal report.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to County Planning and Zoning, the property is subject to the R-R, Rural Residential District (cumulative, low density) zoning classification. The purpose of the R-R district is quoted from the ordinance as follows:

6.05.02. RR rural residential district (cumulative), low density.

A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.

2. Kennels.

3. Animal hospitals and veterinary clinics.

4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.

5. Home occupations with employees.

6. Shooting ranges, gun and rifle clubs, etc.

7. Country clubs, golf courses and tennis clubs.

8. Any conditional use permitted in the preceding district, except antenna towers.

9. Guest residence for medical care.

10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

11. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.

2. Commercial communication towers.

3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre

Horses and private stables . . . 2 acres

Campgrounds . . . 5 acres

Place of worship . . . 1 acre

Educational facilities . . . 1 acre

Kennels . . . 2 acres

Keeping of farm animals . . . 2 acres

2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).

3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.

4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.

5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.

F. *Landscaping.* See section 7.01.00.

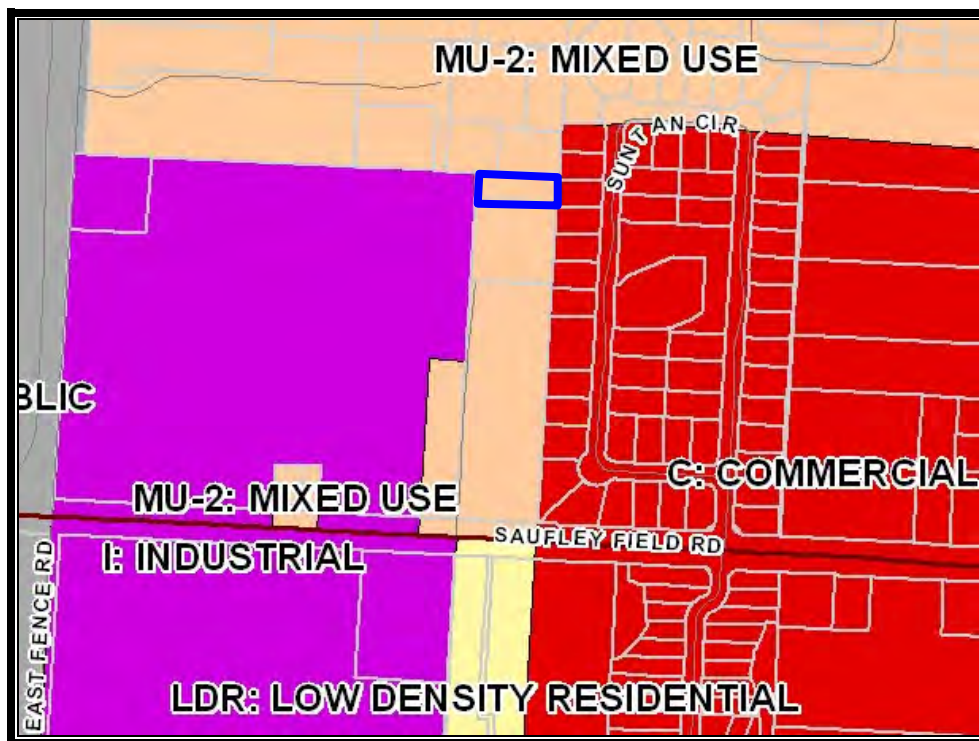
G. *Signs.* See article 8.

A copy of the County zoning map including the subject is presented below:



Because the subject property is currently occupied with a manufactured home and has been the homestead of the previous owner for many years, **we make the assumption that the subject site can continue to be used for residential purposes despite its small size.** If this assumption is incorrect, this appraisal will be void and/or subject to revision.

Future Land Use - The subject parcel is located in the MU-2, Mixed Use future land use designation. This designation allows for single-family dwellings and is consistent with the R-R zoning classification. A copy of the County future land use map is presented below:



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

ASSESSMENT AND TAXES

The property is assessed by the Escambia County Property Appraiser's Office under Parcel ID No.381S313305000003. The subject is assessed to Annie Bell Johnson c/o Michael Johnson, whose mailing address is 5654 Saufley Field Road, Pensacola, Florida, 32526. The 2010 assessed value indicated by the property appraiser's office was \$12,658, with \$9,025 allocated to the land, and \$3,633 allocated to improvements. According to the Escambia County Tax Collectors office, the year 2009 gross tax liability was \$150.00.

HISTORY OF PROPERTY

According to the Escambia County Property Appraiser's assessment data, the most recent transactions related to the subject property is indicated by four quit claim deeds dated from December 4, 2000 to January 30, 2001, which are recorded within the public records of Escambia County, Florida. These deeds are referenced as OR Book 4681, Pages 281, 282, 283, and 284, copies of which are contained in the addenda. The owner informs us that these transactions were between family members and the grantee for each is the current owner of public record. These deeds appear to be an effort to clear title. We could not located any deeds prior to the aforementioned quit claim deeds, and have been informed by the owner that the subject property has been in the same family for more than 50 years.

We are not aware of any current pending sales, listings, leases, or pertinent historical transactions within the past five years related to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The neighborhood is defined by the following boundaries: the state of Alabama to the west, Interstate 10 to the north, Pace Boulevard to the east, and Highway 98 to the south. The general area is comprised of mostly medium density residential usage with supportive commercial development along busier roadways, mainly Mobile Highway (U.S. Highway 90). Generally, as one progresses west, densities decrease. The northwest side of Pensacola as a whole has experienced a significant amount of new growth in recent years in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental). The most-dense development in the subject neighborhood is located along Mobile Highway approximately 1.5-miles to the east. The intersection of U.S. 90 and Pine Forest Road, roughly 1.5-miles northeast of the appraised property, appears to be the central point of the westerly growth.

The subject property is located along the north side of Saufley Field Road, just west of its intersection with North Blue Angel Parkway. This location is approximately 1.5 miles west of the intersection of Saufley Field Road and Mobile Highway. This is a major intersection within the general neighborhood exhibiting much commercial development with business that include a Winn Dixie shopping center, an Albertson's shopping center, several fast food restaurants, a CVS pharmacy, Advanced Auto Parts store, Waffle House, gas stations, and several other service oriented facilities and businesses.

Saufley Field Road is an extension of Michigan Avenue to the east of Mobile Highway. Michigan Avenue exhibits more intense commercial activity, which diminishes as one travels westward across Mobile Highway and on to the west of the subject property. The subject's immediate area has seen much new growth in recent years, much of which is stemmed from this nearby intersection. Due to the downturn in the economy, we have observed a stagnant commercial market in this neighborhood with little new development since early 2009.

Recreation activities such as fishing, boating, canoeing, hiking, camping, horseback riding and other outdoor related activities are immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are approximately ten miles toward the local population centers of Pensacola. The Gulf of Mexico beaches are approximately 3/4 hour south.

The immediate area is comprised of a mix of older residential homes on larger lots and several newer developments surrounding. Within the subject's immediate area we see several older residential homes which do not appear to be governed by any residential restrictions other than those implemented by the County. Residential homes within this area were mostly constructed between 1950 and 1980, with some being built as early as 1918 and others more recently constructed or renovated. Some mobile homes are also scattered about the area.

In summary, we observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already over supplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

DESCRIPTION OF THE SUBJECT PROPERTY

The site has a rectangle shape and contains approximately 0.38 acres (16,553 SF, more or less) of site area. The site appears mostly level and is wooded at its borders. Utilities available to the site include public water, electric and telephone services, which are all run down the assumed access easement. The owner confirms that the subject is currently served by a septic tank, which is common in this area. The site has physical access from Saufley Field Road by crossing two properties to the south; however, there is no recorded easement to the subject property (confirmed by the owner of the subject property). The subject property and the southern adjacent property are held by the same owner; therefore, **we make the assumption that the subject has access via ingress/egress easement across the property to its south and rely upon this assumption in our valuation of the subject property.** This easement is not only for ingress/egress, but also for the provision of utilities.

Drainage at the site appeared to be adequate at the time of inspection. Soils on site are comprised of porch sandy loam (0-2% slopes), which is well-drained and conducive for development. Additionally, observation of improvements in the immediate vicinity of the subject on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. A copy of the County soil map including the subject was previously presented within the exhibits section of this report.

The Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12033C0355G, dated September 29, 2006, indicates that the subject property is located within Flood Zone X, which is an area of minimal flood probability. A copy of the flood map was previously presented within the exhibits section of this report.

The subject site is adjacent to the Saufley Field dirt pit that was recently acquired by Escambia County. The dirt pit is no longer in use. Because the border between the subject site and this dirt pit is heavily wooded, we believe there to be no adverse effect on market value due the presence of the dirt pit.

In summary, we see the subject site as being suited for residential uses. We are not aware of any easements or encroachments that adversely impact the subject property.

Improvements – There is an older, manufactured home in poor condition that has not been inhabited for two years that we consider to be personal property and give no consideration in this appraisal analysis.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses: The subject site is within the R-R, Rural Residential District zoning classification implemented by Escambia County. According to the land development code for the R-R district, single-family residential structures and manufactured housing is allowed to a maximum density of two dwellings per acre. Development of the site for residential use is a legally permissible use.

Physically Possible Uses: The subject has a site area of 0.38 acres, which can accommodate one single family use. The site appears mostly level. Soils are comprised of porch sandy loam (0-2% slopes), which is well-drained and conducive for development. Further, flood mapping indicates the site is within Flood Zone X, an area of minimal flood potential. Observation of improvements on the subject and in the immediate vicinity on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in

residential areas within the general area. This property benefits from no frontage on any type of public or private road. No legal access presently exists for the subject; however, the subject has good physical access from the Saufley Field Road, which is in the form of a gravel strip, 15'-wide ingress/egress easement that is to the benefit of the southern adjacent property. The purchaser of the property would have to negotiate with the current owner of the southern adjacent property to allow deeded ingress/egress over their land to gain legal access from Saufley Field Road. As the same owner owns both parcels, we believe the likelihood that the subject would be granted legal access to be good. The property could also be logically assembled with an adjoining property by which it could gain enhanced functional utility. Based upon the physical characteristics, as well as the restrictions previously cited, we see no other physically possible use for the subject site other than for single-family residential use or for assemblage.

Financially Feasible Uses: The subject site is of a slightly smaller than typical size for a home site not within a planned residential subdivision. As previously mentioned within the neighborhood section of this report, we see that the market has been in decline, sales have been slow, and building costs are high. Considering the previous legally permissible and physically possible uses deemed suitable for the subject site, we believe a single-family use such as for a manufactured home in accordance with the surrounding residential neighborhood or assemblage with an adjacent site to be financially feasible uses of the subject property "as vacant". However, we believe that it would be best to hold the site speculatively until the market improves.

Maximally Productive Use: The most productive use of the subject's vacant site is to hold the site for future development with a single-family residential use when the market improves or for assemblage purposes.

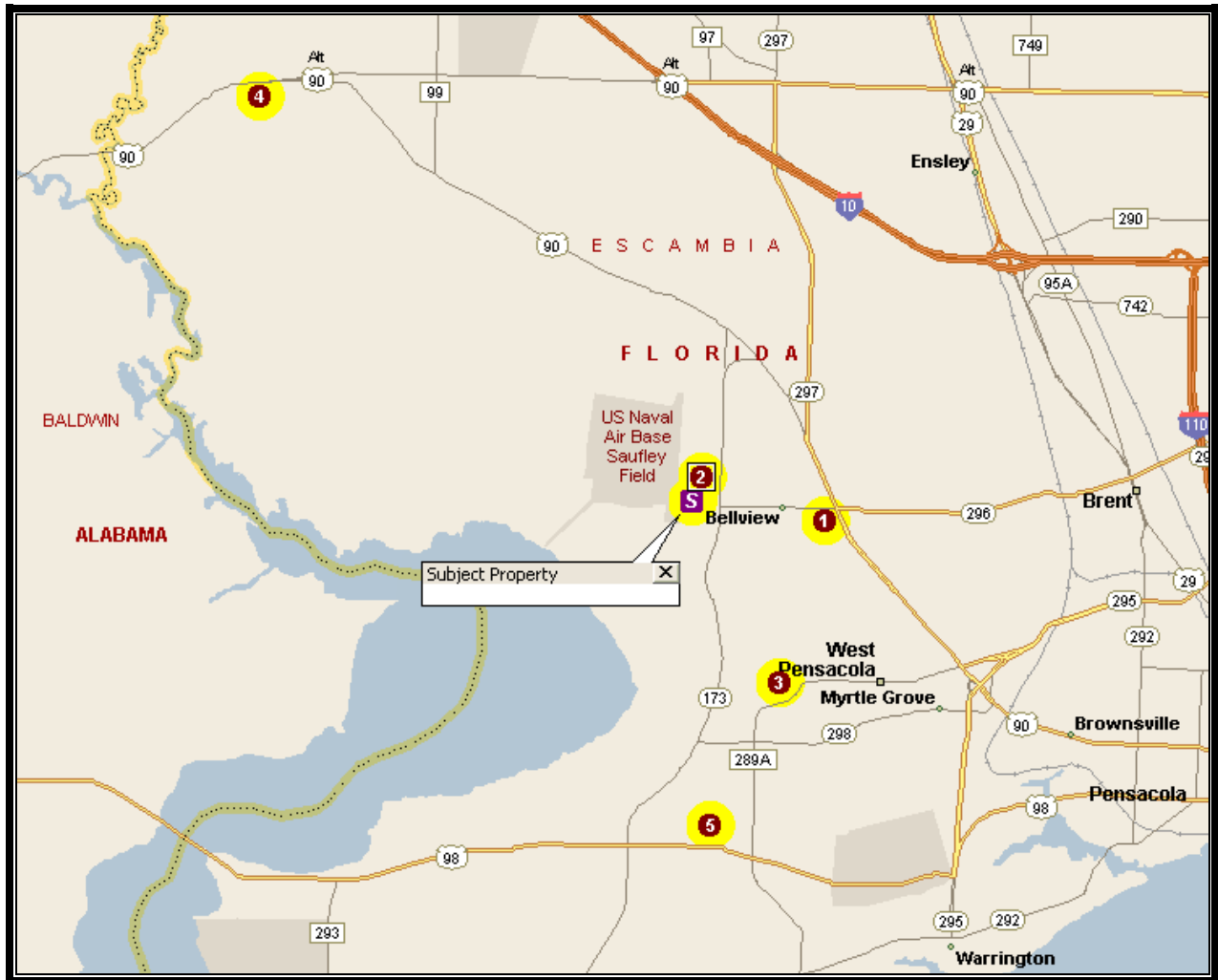
APPROACHES TO VALUE

For this appraisal analysis, we are employing the Sales Comparison Approach to value the subject property. The Cost Approach lacks relevance due to rising construction costs and dated age of the improvements. Therefore, we do not employ this approach in our valuation of the subject property. Furthermore, the income approach also lacks relevance, because properties of this degree are rarely rented. With this in mind, we proceed with the Sales Comparison approach.

LAND VALUATION

The Sales Comparison Approach is employed for valuation of the subject land. We have located several sales that provide for comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID 4507
Property Type Acreage, Vacant Residential Land
Property Name Vacant Residential
Address 5923 Hobson Lane, Pensacola, Escambia County, Florida
32526
Location SS of Saufley Field Rd
Tax ID 012S312200000003
Date Inspected 08/16/2010

Sale Data

Grantor Compass Bank
Grantee Brian D. Murley
Sale Date April 16, 2010
Deed Book/Page 6586, 797
Property Rights Fee Simple
Marketing Time 62 days
Conditions of Sale Arm's Length, Foreclosure
Financing Cash to seller
Sale History None in previous ten years
Verification Linda Pinson, Listing Agent; 850-712-8656, August 16, 2010;
Other sources: MLS#387956, Public Records, Confirmed by
David Singleton

Sale Price \$6,500

Land Data

Zoning R-2
Topography Level, cleared, dry
Utilities no public sewer
Dimensions 125 x 350
Shape Rectangle
Highest & Best Use Residential Use

Land Data

Encumbrances None noted

Land Size Information

Gross Land Size 0.964 Acres or 42,000 SF
Front Footage 125 ft Hobson, unpaved

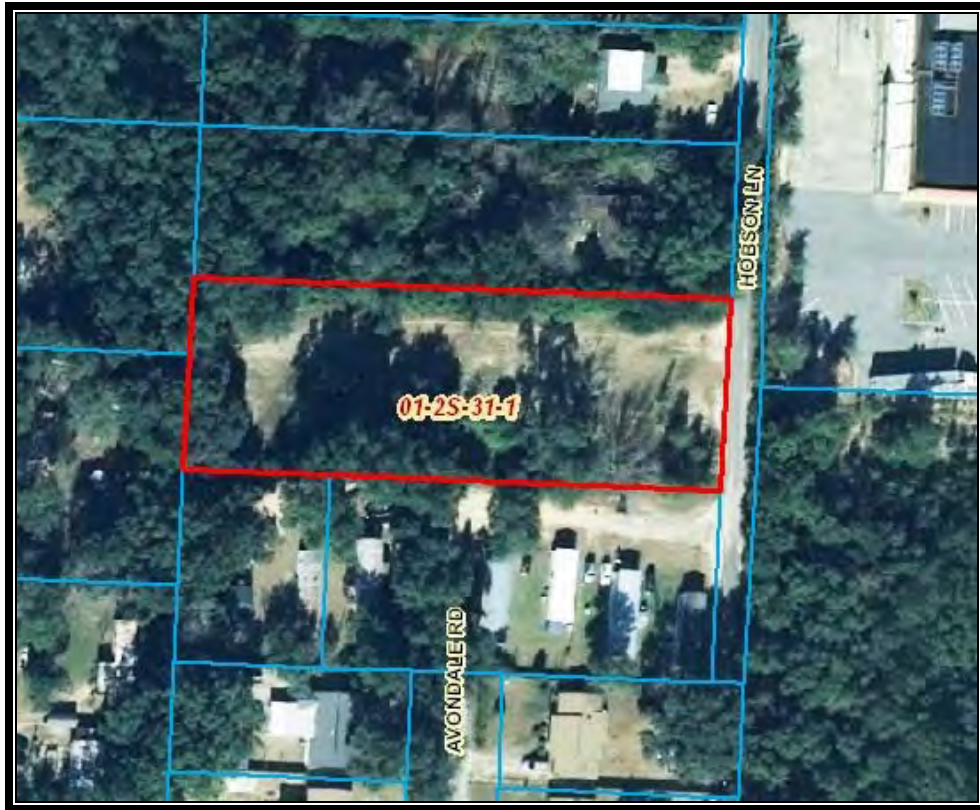
Indicators

Sale Price/Gross Acre \$6,741
Sale Price/Lot \$6,500

Remarks

This is the sale of a vacant parcel of land located along the west side of Hobson Road, which is south of Saufley Field Road in west Pensacola. The street is an unpaved county maintained road. The site is cleared. The site does not benefit from public sewer service; however, septic tank usage is common in this area. The listing agent believes there was approximately a \$1,500, or roughly 20%, discount due to the distressed nature of this sale.

AERIAL PHOTOGRAPH OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 4498
Property Type Residential Lot, Vacant Residential Lot
Property Name Vacant Residential Lot
Address Lot 3, Fence Road, Pensacola, Escambia County, Florida 32526
Tax ID 381S313203001004
Date Inspected 08/13/2010

Sale Data

Grantor Coastwide Capital Management LLC
Grantee Erika B. Barragan & Jorge A. Ortiz
Sale Date July 24, 2008
Deed Book/Page 6359, 1981
Property Rights Fee Simple
Marketing Time 106 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None
Verification Pete Morgan, Listing Agent; 850-516-0346, August 13, 2010;
Other sources: MLS#347498, Public records, Confirmed by
David Singleton

Sale Price \$13,000

Land Data

Zoning RR, Rural Residential
Topography Level, wooded, dry
Utilities No public sewer
Shape Irregular
Highest & Best Use Residential development
Encumbrances None noted

Land Size Information

Gross Land Size 1.110 Acres or 48,352 SF
Front Footage Easement

Indicators

Sale Price/Gross Acre \$11,712
Sale Price/Lot \$13,000

Remarks

This is the sale of residential land located in western Pensacola. This property is accessed via a deeded easement from East Fence Road. At the time of purchase there was an older mobile home on the site, however, there was no value given by the buyers. This site does not have access to public sewer; however, septic tank usage is common in this neighborhood. Several other parcels use the access easement.

AERIAL PHOTOGRAPH OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 4505
Property Type Vacant Residential lot, Residential
Property Name Vacant Residential Land
Address 1500 Blk 77th Ave, Pensacola, Escambia County, Florida 32506
Location Southwest corner of 77th and Pontiac Drive
Tax ID 372S314101010002

Sale Data

Grantor Sandra E. Corsi
Grantee John F. Chapman
Sale Date April 03, 2008
Deed Book/Page 6323,20
Property Rights Fee Simple
Marketing Time 200 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in previous ten years
Verification Denise Kinne, Listing Agent; 850-501-9888, August 16, 2010;
Other sources: MLS#335745, Public records, Confirmed by
David Singleton

Sale Price \$12,000

Land Data

Zoning R-3
Topography Generally level, wooded, dry
Utilities No public sewer
Dimensions 100.64 X 156.63 x 100 x 150
Shape Rectangular
Highest & Best Use Residential development
Encumbrances None noted

Land Size Information

Gross Land Size 0.360 Acres or 15,682 SF
Front Footage 100 ft 77th Ave;150 ft Pontiac Drive

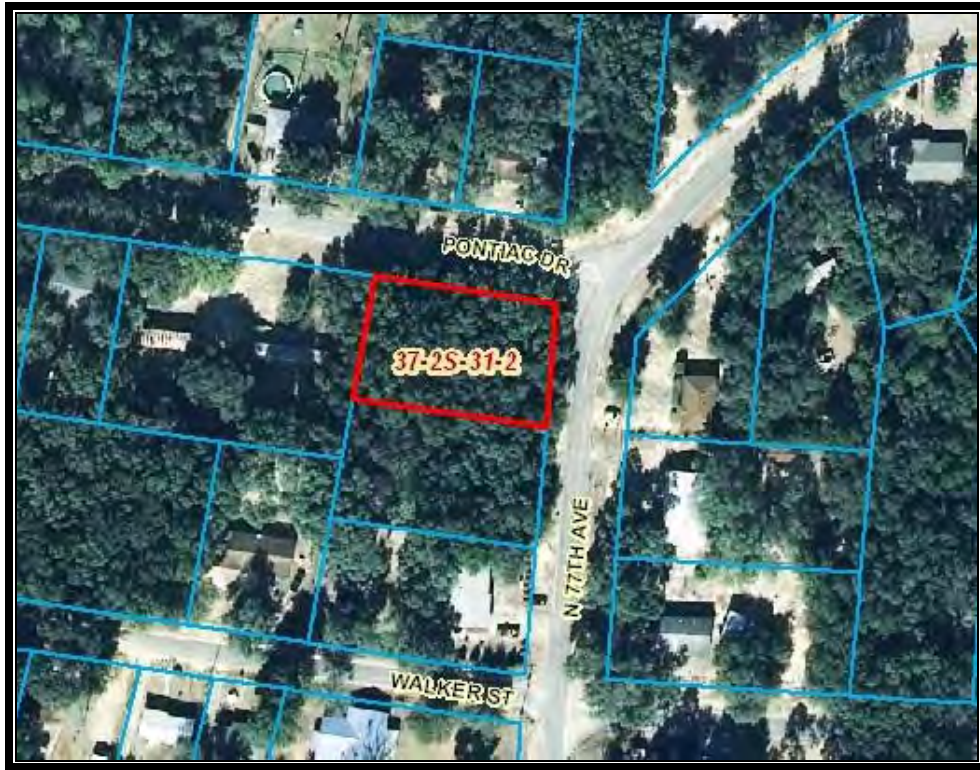
Indicators

Sale Price/Gross Acre \$33,333
Sale Price/Lot \$12,000

Remarks

This is the sale of a vacant tract of land located at the southwestern corner of N. 77th Avenue and Pontiac Drive, north of Fairfield Drive in west Pensacola. The site does not benefit from access to public sewer. The site is somewhat wooded with underbrush. In the vicinity of this site we see a mix of residential uses including manufactured and site built homes.

AERIAL PHOTOGRAPH OF LAND SALE NO. 3



Pending Land Sale No. 4

Property Identification

Record ID	4506
Property Type	Vacant Residential Land, Acreage
Property Name	Vacant Residential
Address	Western Way, Pensacola, Escambia County, Florida 32526
Location	South of Mobile Hwy
Tax ID	111S321000002018
Present Use	Vacant

Sale Data

Grantor	Mary Adkison
Grantee	Not disclosed
Closing Date	August 30, 2010 projected closing date
Property Rights	Fee Simple
Marketing Time	170 days
Conditions of Sale	Arm's Length
Financing	Cash to seller
Sale History	None in previous ten years
Verification	Jaime Granat, Listing Agent; 850-982-4319, August 18, 2010; Other sources: MLS#384216, Public Records, Confirmed by David Singleton

Contract Price	\$18,500
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Land Data

Zoning	R-R
Topography	Generally level, dry
Utilities	No public sewer
Dimensions	220 x 187
Shape	Rectangle
Highest & Best Use	Residential development
Encumbrances	None noted

Land Size Information

Gross Land Size	0.860 Acres or 37,462 SF
Front Footage	220 ft Western Way Drive

Indicators

Sale Price/Gross Acre	\$21,512
Sale Price/Lot	\$18,500

Remarks

This is the pending sale of a piece of land containing some 0.86 acres located along Western Way Drive, which is south of Mobile Highway in western Pensacola. The listing agent tells us that the contract was accepted on 7/22/2010 at a price of \$18,500. The projected closing date is 08/30/2010. The buyers are purchasing the land for use as a manufactured home site. The site does not benefit from access to public utilities. The site is generally level and densely wooded. The site fronts on a paved road.

AERIAL PHOTOGRAPH OF PENDING LAND SALE NO. 4



Land Listing No. 5

Property Identification

Record ID 4503
Property Type Vacant acreage, Vacant Residential Lot
Property Name Vacant Land
Address 8450 Mier Henry Road, Pensacola, Escambia County, Florida
32526
Location NS of Rd, west of Crow Rd
Tax ID 19-2S-31-3106-000-000
Date Inspected 08/16/2010
Present Use Vacant Land

Sale Data

Grantor Jeremy S. Waller
Survey Date August 16, 2010
Property Rights Fee Simple
Marketing Time 17 days
Conditions of Sale Arm's Length
Financing All available
Sale History 04/2006; OR Book 5893, P 939; \$12,500; WD
Verification Sonya Davis, Listing Agent; 850-384-2497, August 18, 2010;
Other sources: MLS#394606, Public Records, Confirmed by
David Singleton

Listing Price \$17,000

Land Data

Zoning R-4
Topography Level, dry
Utilities No public sewer
Dimensions 104 x 353
Shape Rectangle
Highest & Best Use Residential development
Encumbrances None noted

Land Data

Land Size Information

Gross Land Size 0.840 Acres or 36,590 SF
Front Footage 104 ft Mier Henry Road

Indicators

Sale Price/Gross Acre \$22,368
Sale Price/Lot \$17,000

Remarks

This is the listing of a vacant site located along the north side of Mier Henry Road, just west of Crow Road in west Pensacola. This property does not benefit from close proximity to public sewer; however, septic tanks are common in this area. There is little development in the immediate proximity of this site.

AERIAL PHOTOGRAPH OF LAND LISTING NO. 5



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LAND SALES COMPARISON GRID										
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		PENDING LAND SALE 4		LAND LISTING 5
Location	Saufley Field Rd.	Hobson Lane		Fence Road		77th Avenue		Western Way		Mier Henry Road
Proximity to Subj	N/A	1.5 Miles SE		250 Feet N		2.25 Miles SE		7 Miles NW		3.75 Miles S
Sales Price	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Site Area (SF)	16,553	42,000		48,352		15,682		37,462		36,590
Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Property Rights	Fee Simple	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Financing	Cash/Equiv	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Conditions of Sale	Arm's Length	Foreclosure	20%	Similar		Similar		Similar		Negotiations -20%
Adj Price/Lot	N/A	\$7,800		\$13,000		\$12,000		\$18,500		\$13,600
Buyer Expenditures	None	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$7,800		\$13,000		\$12,000		\$18,500		\$13,600
Time/Mkt Conditions	Aug-10	Apr-10		Jul-08	-15%	Apr-08	-15%	Pending		Current
Adj Price/Lot	N/A	\$7,800		\$11,050		\$10,200		\$18,500		\$13,600
Location	Saufley Field Rd.	Similar		Similar		Similar		Similar		Similar
Site Area (SF)	16,553	42,000	-5%	48,352	-5%	15,682		37,462	-5%	36,590 -5%
Access	Easement	Unpaved		Easement		Paved	-20%	Paved	-20%	Paved -20%
Zoning	R-R, Residential	R-2, Residential	-5%	R-R, Residential		R-3, Residential	-5%	R-R, Residential		R-4, Residential -5%
Utilities	No public sewer	No public sewer		No public sewer		No public sewer		No public sewer		No public sewer
Topography	Level, Typ Soils	Similar		Similar		Similar		Similar		Similar
Net Phys Adj %	N/A		-10%		-5%		-25%		-25%	-30%
Adj Value/Lot		\$7,020		\$10,498		\$7,650		\$13,875		\$9,520

Unit of Comparison – A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "Price Per Lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, three of the comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. Comparable 1 was a foreclosed sale, for which we apply a positive adjustment to account for the estimated discount due to its distressed nature. Comparable 1 is used due to its close proximity to the subject and because it is a recent

transaction. Comparable 5 is an active listing and is adjusted negatively to account for the anticipated difference between list price and eventual sales price.

Buyer Expenditures – The selected comparable sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary for these comparables.

Time/Market Conditions - The market had declined from 2006-2008 but has been more level since 2009. Comparable sale 1 occurred in 2010 and the market has remained relatively flat during this period. Thus, no adjustments were applied to these sales for time/market differences. Comparable sales 2 and 3 occurred in 2008, and the market has declined since this date. Thus, we applied negative adjustments to these sales.

Location - Location is an important component of a property's value. The subject property is located within an area of low to medium densities of a mix of single-family dwellings, manufactured homes, and vacant land. All of the comparables are located in similar areas, thus, no adjustments are necessary for location differences.

Site Area – The subject site contains 16,553 SF (+/-), and is being compared to properties varying in size from 15,682 SF to 48,352 SF. Adjustments are applied as necessary to account for differences in site area, with larger lots being more desirable due to increased utility.

Access – This category recognizes differences for access. We make the assumption in this analysis that the subject has access via an unpaved, gravel ingress/egress easement. Two of the comparables are similarly accessed via an easement or an unpaved road. Three of the comparables are accessed via frontage along paved roadways, thus, we apply negative adjustments for this more desirable feature.

Zoning – The subject is located within the R-R zoning district. Two comparables are similarly located in an R-R district. Three comparables are located within more favorable zoning districts, thus, we apply negative adjustments to those comparables.

Utilities – All necessary utilities are available to the subject and all of the comparables except sewer service, and no adjustment was necessary for differences in utilities.

Topography - The subject land and all of the comparables are basically level and have typical sandy soils; no adjustments required.

Summary and Land Value Opinion: The comparable indicate an adjusted unit value range of from \$7,020/lot to \$13,875/lot, with a mean of \$9,713/lot. All of the comparables are good indicators of value for different elements of comparison. With some weight on each, we reconcile at a rounded \$10,000 for the subject site.

FINAL VALUE OPINION

\$10,000

TEN THOUSAND DOLLARS

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certif. that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

D. Singleton

David C. Singleton
Registered Trainee Appraiser
Florida RI23431

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasely, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Advanced Appraisal Review Supervisor and Trainee Appraiser	06/10	17	Florida Department of Transportation
USPAP Update and Core Law	06/10	3	Florida Department of Transportation
Aviation Valuation	06/10	7/3	Florida Department of Transportation
USPAP Update and Core Law	01/09	2	Pensacola Regional Airport
Supervisor & Trainee Rules & Roles	04/08	7/3	Florida Department of Transportation
Advanced Appraisal Review	04/08	3	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	04/08	17	Florida Department of Transportation
Valuation of Conservation Easements	03/08	06	Dept. of Environmental Protection
Using the HP12C Calculator	01/08	31	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	11/06	07	Appraisal Institute
National USPAP	08/06	40	University of St. Thomas
Florida Laws & Regulations	04/06	07	McKissock
Advanced Appraisal Topics	04/06	03	McKissock
Business Practices & Ethics	01/06	40	University of St. Thomas
Statistical Analysis for Appraisal	12/05	08	Appraisal Institute
USPAP	08/05	40	University of St. Thomas
Legal Issues in Valuation	10/04	07	McKissock
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	08/04	40	University of St. Thomas
Timberland Appraisal Methods	03/04	16	Appraisal Institute
Florida State Law for Real Estate Appraisers	02/04	12	Appraisal Institute
Effective Appraisal Writing	11/03	03	Appraisal Institute
USPAP	08/03	07	Appraisal Institute
Communicating the Appraisal	11/02	04	Bert Rodgers
	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

DAVID C. SINGLETON

EDUCATION:

Presently pursuing Masters at University of South Alabama

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

- ECONOMIC FORCES
- SOCIAL FORCES
- GOVERNMENTAL FORCES
- ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.²

² *NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)*

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land

and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing

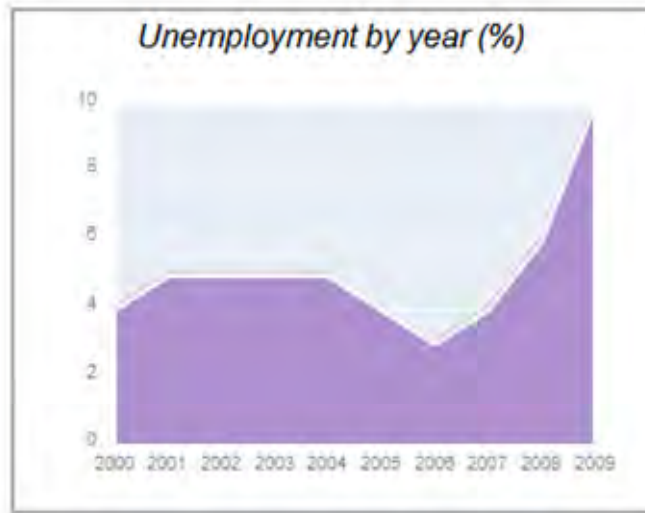
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

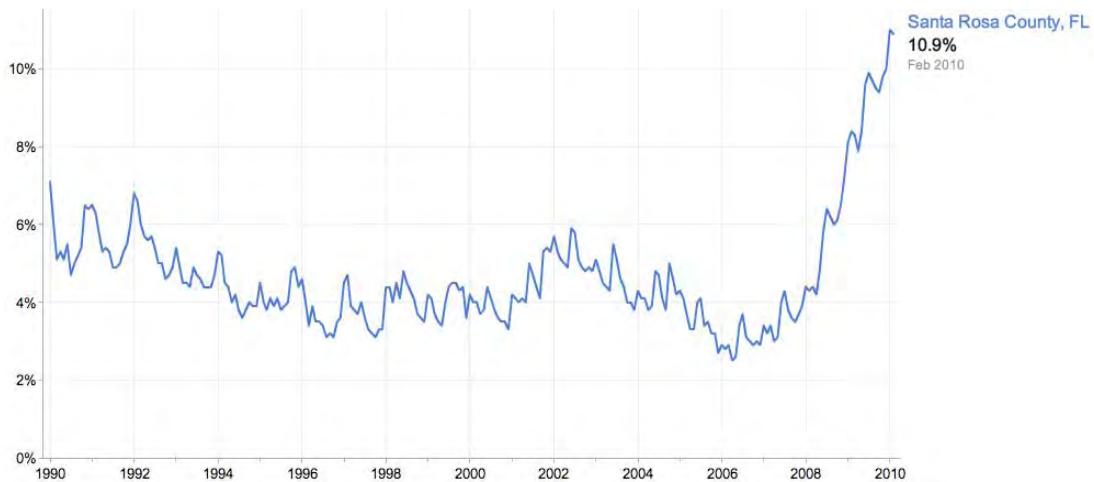
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

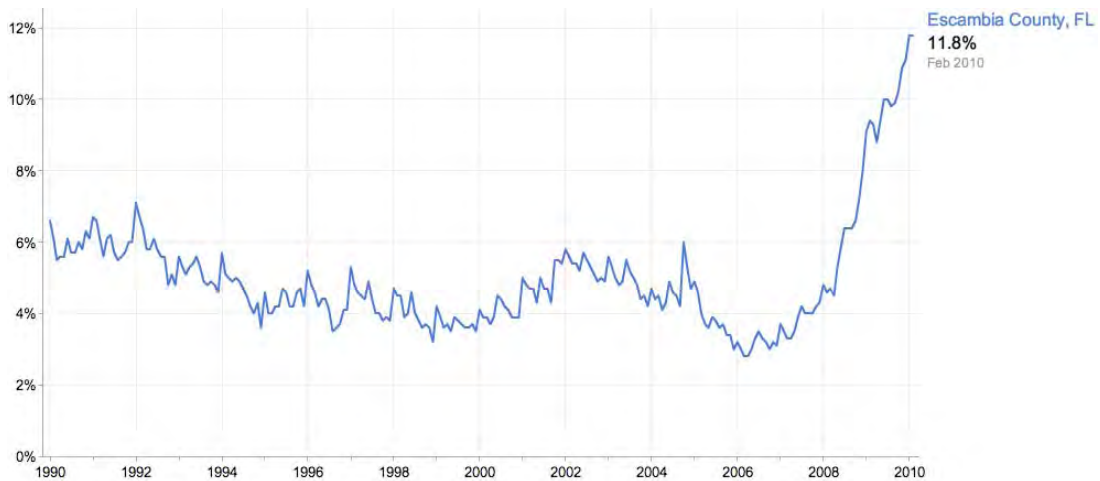
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa 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.³

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

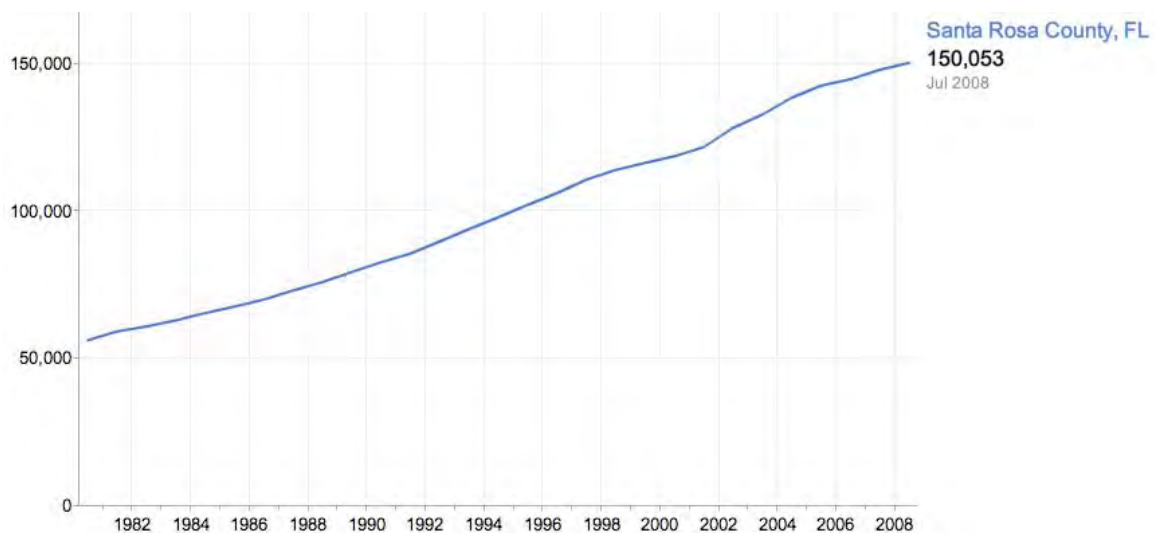
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

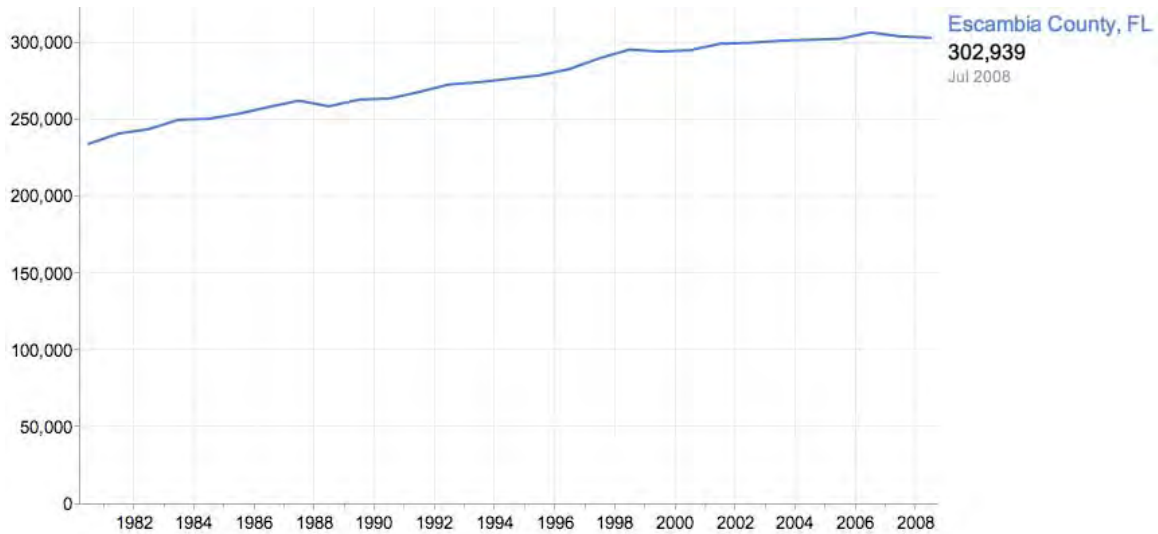
	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



³ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development ³
Housing Affordability, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

Demographic Estimates		Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating

revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of

these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2009 145153

Account Number	Payor	Exemptions	Taxable Value	Millage Code
09-1770-000		See Below	See Below	06

JOHNSON ANNIE BELL
5650 SAUFLEY FIELD RD
PENSACOLA FL 32526

381S31-3305-000-003 5650 SAUFLEY
FIELD RD N 76 FT OF S 990 FT OF E
220 FT OF SW1/4 OF SW1/4 DB 485 P
416 OR 1723 P 482 OR 4681 P
281/282/283/284/ 285/286/287/288

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	3,412		\$0.00
PUBLIC SCHOOLS				
By Local Board	2.2480	3,412		\$0.00
By State Law	5.6120	3,412		\$0.00
SHERIFF	0.6850	3,412		\$0.00
WATER MANAGEMENT	0.0450	3,412		\$0.00
Total Millage	15.5655	Total Taxes		\$0.00

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$150.00
Total Assessments		\$150.00

Taxes & Assessments		\$150.00
IF PAID BY	Apr 30 2010	May 28 2010
PLEASE PAY	\$0.00	\$0.00

[Back](#)

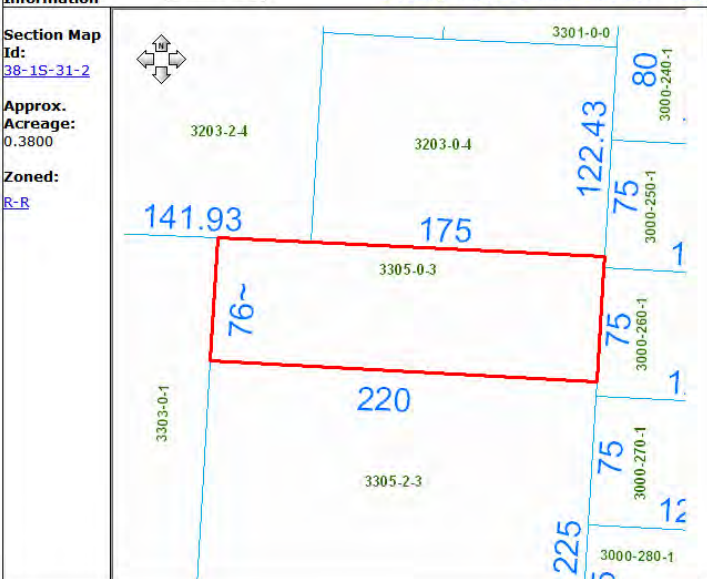
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	3815313305000003	Improvements:	\$3,633
Account:	091770000	Land:	\$9,025
Owners:	JOHNSON ANNIE BELL	Total:	\$12,658
Mail:	C/O MICHAEL JOHNSON 5654 SAUFLEY FIELD RD PENSACOLA, FL 32526	Save Our Homes:	\$0
Situs:	5650 SAUFLEY FIELD RD	Disclaimer	
Use Code:	MOBILE HOME	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	None
01/2001	4681 281 \$100 QC	View Instr	
01/2001	4681 282 \$100 QC	View Instr	
01/2001	4681 284 \$100 QC	View Instr	
01/2001	4681 283 \$100 QC	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
Legal Description		N 76 FT OF S 990 FT OF E 220 FT OF SW1/4 OF SW1/4 DB 485 P 416 OR 1723 P 482 OR 4681 P 281/282/283/284/...	
Extra Features		SCREEN PORCH	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings	
Building 1 - Address:5650 SAUFLEY FIELD RD, Year Built: 1980, Effective Year: 1980	
Structural Elements	
MH FLOOR SYSTEM-TYPICAL	
MH EXTERIOR WALL-WOOD SIDING	
NO. PLUMBING FIXTURES-6.00	
DWELLING UNITS-2.00	
MH ROOF FRAMING-GABLE HIP	
MH ROOF COVER-COMP SHINGLE/WOOD	
MH INTERIOR FINISH-PANEL PLYWOOD	
MH FLOOR FINISH-CARPET	
NO. STORIES-1.00	
MH FLOOR FINISH-VINYL	
MH MILLWORK-TYPICAL	
MH HEAT/AIR-HEAT & AIR	
MH STRUCTURAL FRAME-TYPICAL	
Areas - 1370 Total SF	
BASE AREA - 1128	
OPEN PORCH UNF - 98	
UTILITY UNF - 144	

Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

QUIT CLAIM DEED

RAMCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:
Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr.
Pensacola, Fl. 32526
Property Appraiser's Parcel Identification 09-1770-000
Folio Number(s): 38-1S-31-3305-000-003
Grantee(s) S.S. # (s)

OR BK 4681 PG281
Escambia County, Florida
INSTRUMENT 2001-826753

DEED DOC STAMPS PD @ ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826753

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 30th day of January, 2001, by Alfred Johnson, by 2001 2001 2001 Date

first party, to Annie Bell Johnson
whose post office address is 5650 Saufley Field Rd., Pensacola, Fl. 32526,
second party.

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

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00,
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Escambia, State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South
990 feet (calculated 990.26 feet) of the Southwest
Quarter of the Southwest Quarter of Section 38,
Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature (as to First Grantee)

[Signature]
Printed Name

[Signature]
Witness Signature (as to First Grantee)

[Signature]
Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

Printed Name

STATE OF Al

COUNTY OF Hale

[Signature]

[Signature]
Grantor Signature

[Signature]
Printed Name

[Signature]
Post Office Address

[Signature]
Post Office Address

[Signature]
Post Office Address

[Signature]
Post Office Address

Co-Creator Signature, (if any)

Printed Name

Post Office Address

Post Office Address

Post Office Address

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

known to me to be the person 1 described in and who executed the foregoing instrument, who acknowledged before me that
executed the same, and an oath was not taken. (Check one: Said person(s) is/are personally known to me. Said person(s) provided the
following type of identification: _____

NOTARY NUMBER STAMP SEAL
[Signature]
My Commission Expires March 18, 2003

Witness my hand and official seal in the County and State last aforesaid
this 30th day of Jan, 2001 Date
[Signature]
Notary Signature
[Signature]
Printed Name

11
02
95
©Peters Design, Scantron Paper & Printing Co., Inc., 1994

QUIT CLAIM DEED

RAMCO FORM 8

Return to: (enclose self addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr. Pensacola, Fl. 32526

Property Appraiser's Parcel Identification 09-1770-000

Folio Number(s): 38-1S-31-3305-000-003

Grantor(s) S.S. # (s)

OR BK 4681 P60282
Escambia County, Florida
INSTRUMENT 2001-826754

DEED DOC STAMPS PD @ ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: Ernie Lee Magaha

RCD Mar 28, 2001 04:56 PM
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826754

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 4th day of December 2000, by Genevieve Brown first party, to Annie Bell Johnson whose post office address is 5650 Saufley Field Rd., Pensacola, Florida 32526 second party.

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

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South 990 feet (calculated 990.26 feet) of the Southwest Quarter of the Southwest Quarter of Section 38, Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature (as to first Co-Grantor) Marilyn Gray

Printed Name Donna M Carlos

Witness Signature (as to first Co-Grantor) Donna M Carlos

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name STATE OF Florida COUNTY OF Escambia Genevieve Brown

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, and an oath was not taken. (Check one:) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Genevieve Brown

Grantor Signature Genevieve Brown

Printed Name 4635 Deerfield Dr.,

Post Office Address Pensacola, Florida 32526

Co-Grantor Signature (if any)

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid this 4th day of December 2000

Notary Signature Joseph R Ard

Printed Name

Official Design, Standard Paper & Printing Co., Inc., 1994

QUIT CLAIM DEED

RANCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:
Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr.
Pensacola, Fl. 32526

Property Appraiser Parcel Identification: 09-1770-000
File Number(s): 38-1S-31-3305-000-003

Grantee(s) S.S. # (s)

OR BK 4681 PG0284
Escambia County, Florida
INSTRUMENT 2001-826756

DEED DOC STAMPS PD & ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: *Ernie Lee Magaha*

RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826756

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 18th day of December, 2000, by
Alma Ward
first party, to Annie Bell Johnson
whose post office address is 5650 Saufley Field Rd., Pensacola, Florida 32526
second party.

(Whoever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contract so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Escambia State of Florida to-wit:

The North 76 feet of the East 220 Feet of the South
990 feet (calculated 990.26 feet) of the Southwest
Quarter of the Southwest Quarter of Section 38,
Township 1 South, Range 31 West, Escambia County, Florida,

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

Carol C. Godwin

Witness Signature (as to First Grantor)

CAROL C. GODWIN

Printed Name

Lynn Thompson

Witness Signature (as to First Grantor)

LYNN THOMPSON

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA

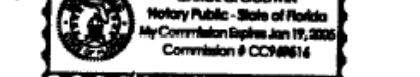
COUNTY OF ESCAMBIA

Alma Ward

known to me to be the person she described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one: Said person(s) is/are personally known to me. Said person(s) provided the

following type of identification: FLORIDA DRIVER LIC



Alma Ward

Grantor Signature

Alma Ward

Printed Name

3718 W. Brainard

Post Office Address

Pensacola, Fl. 32505

Co-Grantor Signature, (if any)

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid
this 18th day of December, 2000

Carol C. Godwin

Notary Signature

CAROL C. GODWIN

Printed Name

11
02
95
Form 6000, Rev. 10/01, 1994

QUIT CLAIM DEED

RAMCO FORM 4

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr. Pensacola, Fl. 32526

Property Appraiser's Parcel Identification (Folio Number): 09-1770-000

Granted U.S. # (s): 38-1S-31-3305-000-003

DR BK 4681 P80283
Escambia County, Florida
INSTRUMENT 2001-826755

DEED DOC STAMPS PD # ESC CD \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: Ernie Lee Magaha

RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826755

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 20th day of December 2000, by Parline Stevens, first party, to Annie Bell Johnson, whose post office address is 5650 Sauflay Field Rd., Pensacola, Fl. 32526, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and their legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South 990 feet (calculated 990.26 feet) of the Southwest Quarter of the Southwest Quarter of Section 38, Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Conna M Carlos

Witness Signature (as to first Grantor)

Conna M Carlos

Printed Name

Witness Signature (as to first Grantor)

Lisa Jansto

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF Nevada

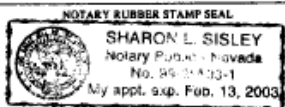
COUNTY OF Clark

PAULINE STEVENS

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that SHE

executed the same, and an oath was not taken. (Check one) [] Said person(s) are personally known to me. [] Said person(s) provided the

following type of identification: NEVADA IDENTIFICATION CARD



Parline Stevens

Grantor Signature

Parline Stevens

Printed Name

3488 Marden Ave.

Post Office Address

Los Vegas, Nv. 89139

Co-Grantor Signatures, (if any)

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that SHE

executed the same, and an oath was not taken. (Check one) [] Said person(s) are personally known to me. [] Said person(s) provided the

following type of identification: NEVADA IDENTIFICATION CARD

Witness my hand and official seal in the County and State last aforesaid

this 20th day of December 2000

Sharon L. Sisley

Notary Signature SHARON L. SISLEY

Printed Name

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BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL. STATE-CERTIFIED GENERAL APPRAISER
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, 00017

BARBARA S. BRANTLEY, CMA
ADMINISTRATOR & FOUNDER

BARBARA M. MURPHY, MAI
FL. STATE-CERTIFIED GENERAL APPRAISER #11

BRUCE A. BLACK
FL. STATE-CERTIFIED GENERAL APPRAISER #1274

August 12, 2010

Annie Bell Johnson
C/O Michael Johnson
5654 Sautley Field Road
Pensacola, Florida 32526

RE: Appraisal of land at 5650 Sautley
Field Road, Pensacola

Dear Mr. and Mrs. Johnson:

I have been engaged to make an appraisal of property owned by you relative to an acquisition of the above referenced property by Escambia County. The purpose of the appraisal is to estimate the market value of the property.

Any information you can provide concerning surveys, real estate taxes, and factors which affect the value of the property will be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between 9:00 A.M. and 5:00 P.M.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET - POST OFFICE BOX 12585 - PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com - WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 432-5875 - FAX (850) 432-0617

PAGE NO. 1

PURCHASE ORDER NO. 101592

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11,101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

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CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

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410028
BRANTLEY & ASSOCIATES
REAL ESTATE APPRAISAL CORPORATION
100 N SPRING STREET STE 2
PENSACOLA FL 32502

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P
SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801

T
O
ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 08/04/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 10001625	REQ. DATE: 08/03/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
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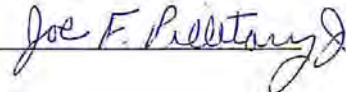
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APPRAISAL FOR 5654 SAUFLEY FIELD ROAD.	4000.0000	4,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,000.00
01	220613 56301	4,000.00		TOTAL \$	4,000.00

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order



PROPERTY ACQUISITION / PARCEL BUTTING SAUFLEY FIELD C&D



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU
LWG 09/26/11 DISTRICT 1

 PARCEL OWNED BY JOHNSONS



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1560

County Administrator's Report Item #: 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Acceptance of Property for Road Right-of-Way on Mason Lane

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Property for Road Right-of-Way on Mason Lane - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the acceptance of property for road right-of-way on Mason Lane, from Racetrac Petroleum, Inc.:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of property, by donation, for road right-of-way on Mason Lane from Racetrac Petroleum, Inc., to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of a new commercial business, which will increase the County's tax roll;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Special Warranty Deed as of the day of delivery of the Special Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Racetrac Petroleum, Inc., owns property located at the southeast corner of Mason Lane and North Palafox Street and is in the process of constructing a store at this location. The County has limited right-of-way on Mason Lane. Through the Development Review Process (DRC), Racetrac Petroleum Inc., was requested to donate property (6098.40 square feet or approximately 0.14 acres) to the County for additional right-of-way along Mason Lane. Board approval is required to allow Staff to proceed with this acquisition by donation and for the Board's acceptance of the property for road right-of-way.

BACKGROUND:

Racetrac Petroleum, Inc., owns property located at the southeast corner of Mason Lane and North Palafox Street and is in the process of constructing a store at this location. The County has limited right-of-way on Mason Lane. Through the Development Review Process (DRC), Racetrac Petroleum Inc., was requested to donate property (6098.40 square feet or approximately 0.14 acres) to the County for additional right-of-way along Mason Lane. Board approval is required to allow Staff to proceed with this acquisition by donation and for the Board's acceptance of the property for road right-of-way.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Special Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 28, 2011.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to accept the property, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed with the acquisition, by donation, of this property for road right-of-way.

Staff has been in contact with Steven Rittle (Racetrac Petroleum, Inc.).

Attachments

Special Warranty Deed

Map

This document was prepared by:
Judy Cantrell
Escambia County Public Works Department
3363 W. Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS DEED is made and entered into this 22 day of September, 2011, by and between Racetrac Petroleum, Inc., a Georgia corporation, whose address is 3225 Cumberland Road, Suite 100, Atlanta, GA 30339 (Grantor), 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 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

LEGAL DESCRIPTION ATTACHED EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2011; 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.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; 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 arising by, through or under grantor but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Grantor

Racetrac Petroleum, Inc., a Georgia Corporation

Witness [Signature]
Print Name Phillip Morrissey

By: [Signature]
Max V. Lenker

Witness [Signature]
Print Name TODD DOPLANTIS

Title: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of September, 2011, by Max V. Lenker as President of Racetrac Petroleum, Inc. He/She () is personally known to me, or () has produced current as identification.



[Signature]
Signature of Notary Public
Taylor Elzey
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2011, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

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

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

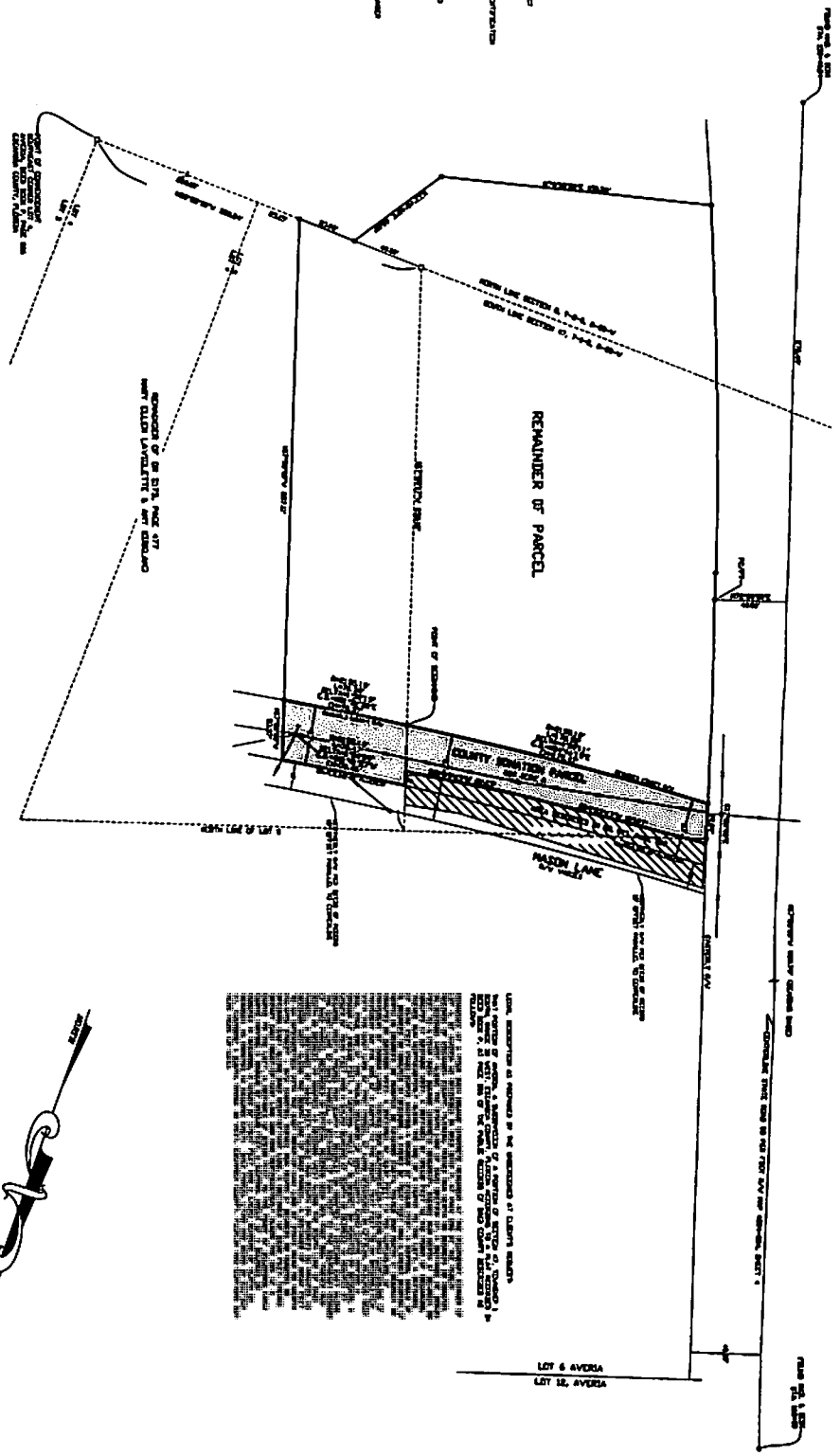
By: [Signature]
Title: Dist. County Attorney
Date: Sept. 28, 2011

EXHIBIT "A"

THAT PORTION OF AVERIA, A SUBDIVISION OF A PORTION OF SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO A PLAT RECORDED IN DEED BOOK P, AT PAGE 206 OF THE PUBLIC RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUR INCH SQUARE CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 4, OF AVERIA AS RECORDED IN DEED BOOK P, AT PAGE 206 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 32 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 47, A DISTANCE OF 358.24 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT; THENCE RUN NORTH 17 DEGREES 58 MINUTES 17 SECONDS WEST, A DISTANCE OF 253.12 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 70.38 FEET (SAID CURVE HAVING A RADIUS OF 2155.18 FEET, A CENTRAL ANGLE OF 01 DEGREES 52 MINUTES 15 SECONDS, A CHORD OF 70.37 FEET AND A CHORD BEARING OF NORTH 81 DEGREES 32 MINUTES 32 SECONDS EAST); THENCE RUN NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.97 FEET TO THE CENTERLINE OF PAVEMENT OF MASON LANE; THENCE RUN SOUTHWESTERLY ALONG SAID CENTERLINE OF PAVEMENT ON THE ARC OF A CURVE TO THE RIGHT, 70.47 FEET TO AN INTERSECTION WITH THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 508 OF THE PUBLIC RECORDS OF SAID COUNTY (SAID CURVE HAVING A RADIUS OF 2122.18 FEET, A CENTRAL ANGLE OF 01 DEGREE 54 MINUTES 09 SECONDS, A CHORD OF 70.46 FEET AND A CHORD BEARING OF SOUTH 81 DEGREES 41 MINUTES 27 SECONDS WEST); THENCE RUN SOUTH 17 DEGREES 58 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 7.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 508; THENCE RUN SOUTH 81 DEGREES 49 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 62.63 FEET; THENCE RUN SOUTH 84 DEGREES 33 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 109.07 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 95 (NORTH PALAFOX STREET - R/W VARIES); THENCE RUN SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 22.02 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE AND RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 172.52 FEET TO THE POINT OF BEGINNING (SAID CURVE HAVING A RADIUS OF 2155.18 FEET, A CENTRAL ANGLE OF 4 DEGREES 35 MINUTES 11 SECONDS, A CHORD OF 172.47 FEET AND A CHORD BEARING OF NORTH 84 DEGREES 46 MINUTES 15 SECONDS EAST). SAID PARCEL LYING AND BEING IN SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRE MORE OR LESS.

STATE ROAD 95 - NORTH PALATKA STREET
 DELAWARE COUNTY, VIRGINIA



- LEGEND
- 1 - LINE OF BOUNDARY CORNER BY FIELD
 - 2 - CORNER BY IRON PIPE
 - 3 - CORNER BY IRON PIPE
 - 4 - CORNER BY IRON PIPE
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NOTICE: THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1954, AS AMENDED, AND THE REGULATIONS THEREUNDER, AND THE SURVEYOR HAS NOTED THAT THE PARCEL IS SUBJECT TO A MORTGAGE RECORD IN THE PUBLIC RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF DELAWARE, VIRGINIA, DATED 10/15/1988, IN CASE NO. 88-1010, IN FAVOR OF THE BANK OF AMERICA NATIONAL ASSOCIATION, N.A. AS MORTGAGEE, AND THE SURVEYOR HAS NOTED THAT THE PARCEL IS SUBJECT TO A MORTGAGE RECORD IN THE PUBLIC RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF DELAWARE, VIRGINIA, DATED 10/15/1988, IN CASE NO. 88-1010, IN FAVOR OF THE BANK OF AMERICA NATIONAL ASSOCIATION, N.A. AS MORTGAGEE, AND THE SURVEYOR HAS NOTED THAT THE PARCEL IS SUBJECT TO A MORTGAGE RECORD IN THE PUBLIC RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF DELAWARE, VIRGINIA, DATED 10/15/1988, IN CASE NO. 88-1010, IN FAVOR OF THE BANK OF AMERICA NATIONAL ASSOCIATION, N.A. AS MORTGAGEE.



THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1954, AS AMENDED, AND THE REGULATIONS THEREUNDER, AND THE SURVEYOR HAS NOTED THAT THE PARCEL IS SUBJECT TO A MORTGAGE RECORD IN THE PUBLIC RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF DELAWARE, VIRGINIA, DATED 10/15/1988, IN CASE NO. 88-1010, IN FAVOR OF THE BANK OF AMERICA NATIONAL ASSOCIATION, N.A. AS MORTGAGEE, AND THE SURVEYOR HAS NOTED THAT THE PARCEL IS SUBJECT TO A MORTGAGE RECORD IN THE PUBLIC RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF DELAWARE, VIRGINIA, DATED 10/15/1988, IN CASE NO. 88-1010, IN FAVOR OF THE BANK OF AMERICA NATIONAL ASSOCIATION, N.A. AS MORTGAGEE.

BOUNDARY SURVEY A PORTION OF SECTION 8, T-2-S, R-30-W AND A PORTION OF SECTION 47, T-1-S, R-30-W FOR DEL LAGO VENTURES, INC.		jhi jehle-halstead inc. Civil Engineering and Surveying 200 West Main Street, Suite 200 Raleigh, NC 27601 Phone: 919-833-1111 Fax: 919-833-1112 www.jhi-halstead.com
Project No. 5258 Date 5/28/11 Scale 1" = 30' Drawing No. 5258-01	Surveyed by Checked by Date	

PORTION OF MASON LANE TO BE DONATED TO ESCAMBIA COUNTY



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 09/28/11 DISTRICT 3



Portion of Mason Lane to be donated to
Escambia County



RaceTrac Petroleum, Inc. Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1564

County Administrator's Report Item #: 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Accept Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida - Joy D. Blackmon, P. E., Public Works Director

That the Board take the following action concerning the acceptance of a Public Right-of-Way Easement on St. Joseph Avenue, from the Board of Public Instruction of Escambia County, Florida; a/k/a The School Board of Escambia County, Florida:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of the Public Right-of-Way Easement on St. Joseph, Avenue from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of sidewalks for the safety of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Public Right-of-Way Easement as of the day of delivery of the Public Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on St. Joseph Avenue (Goulding School). Escambia County has plans to construct sidewalks along St. Joseph Avenue, between North "L" Street and North "I" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project.

BACKGROUND:

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on St. Joseph Avenue (Goulding School). Escambia County has plans to construct sidewalks along St. Joseph Avenue between North "L" Street and North "I" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 28, 2011.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to accept the easement, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed with the acquisition, by donation, of this easement. Staff has been in contact with The Board of Public Instruction of Escambia County, Florida.

Attachments

Public Right-of-Way Easement

Parcel Information-1403 W St Joseph Ave

Parcel Information - 1500 W St Joseph Ave

Title Commitment - 1500 W St Joseph Ave

Title Commitment - 1403 W St Joseph Ave

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505

A Portion of Parcels 17-2S-30-5009-000-005
and 17-2S-30-5009-000-021

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC RIGHT-OF-WAY EASEMENT

THIS DEDICATION OF PUBLIC RIGHT-OF-WAY EASEMENT is made this 20th
day of September 2011, by and between **THE BOARD OF PUBLIC INSTRUCTION
OF ESCAMBIA COUNTY, FLORIDA, a/k/a THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA** whose mailing address is 75 North Pace Blvd., Pensacola, Florida, 32505
as (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 221
Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida
and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor proposes to dedicate a public right-of-way easement over and across
the Property;

NOW, THEREFORE, Grantor hereby dedicates to the public an easement for the
perpetual and unobstructed right of the public to access, ingress, and egress over and across the
Property and for the purpose of constructing, paving, maintaining, replacing, inspecting,
removing, and repairing the right-of-way and associated public facilities on the Property, together
with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has
good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written
above.

Signed, sealed and delivered
in the presence of:

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
SEP 20 2011
MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR Sept 2011 AGENDA
AUG 29 2011

GRANTOR:

The Board of Public Instruction of
Escambia County, Florida
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Witness Holley M. Dewees
Print Name Holley M. Dewees

By: Gerald W. Boone

Gerald W. Boone

Print or Type Name

Title: Chairman

Witness Arianda Barberan
Print Name Arianda Barberan

Attest: Malcolm Thomas
Malcolm Thomas, Superintendent

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September,
2011, by Gerald Boone as Chairman
of the Board of Public Instruction of Escambia County a/k/a The School Board of Escambia
County He/She is personally known to me, or has produced current _____
as identification.

(Notary Seal)



Terri Hahn

Signature of Notary Public

Terri Hahn
Printed Name of Notary Public

ACCEPTANCE

This Dedication of Public Right-of-Way Easement is accepted by Escambia County,
Florida on the _____ day of _____, 2011, as authorized by the Board of County
Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By J. Gwalt

Title Asst. County Attorney

Date Sept. 28, 2011



SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

LEGAL DESCRIPTION:

10 foot easement lying 5 feet on each side of the following described centerline:

Commence at Escambia County State Plane Coordinate Monument ESC 4100 (N 537172.60, E 1107804.80 (NAD 83, 2007 adjustment)); thence South 01 degrees 52'17" West for a distance of 2592.55 feet (2592.44 grid) to Escambia County State Plane Coordinate Monument ESC 4099 (N 534581.54, E 1107720.14 (NAD 83, 2007 adjustment)); thence South 46 degrees 43'16" West for a distance of 1471.08 feet to the east line of a concrete walkway, said point having State Plane coordinates of N 533573.08, E 1106649.20 (NAD 83, 2007 adjustment), for the point of beginning of said centerline.

Thence South 89 degrees 26'24" East for a distance of 257.85 feet to a point having State Plane coordinates of N 533570.56, E 1106907.03 (NAD 83, 2007 adjustment); thence South 86 degrees 49'38" East along a line 5 feet north of and parallel to an existing fence along the southerly right of way line of St. Joseph Street for a distance of 183.03 feet to the west right of way line of "I" Street (R/W varies), having State Plane coordinates of N 533560.43, E 1107089.77 (NAD 83, 2007 adjustment) for the terminus point of said centerline.

Together with the lengthening and shortening of the side line to begin on the east line of said concrete walkway and end on said right of way line.

All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

LEGEND:

- Concrete monument with brass disk
- x— Chain link fence
- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- N Northing
- E Easting

SHEET 1 OF 1

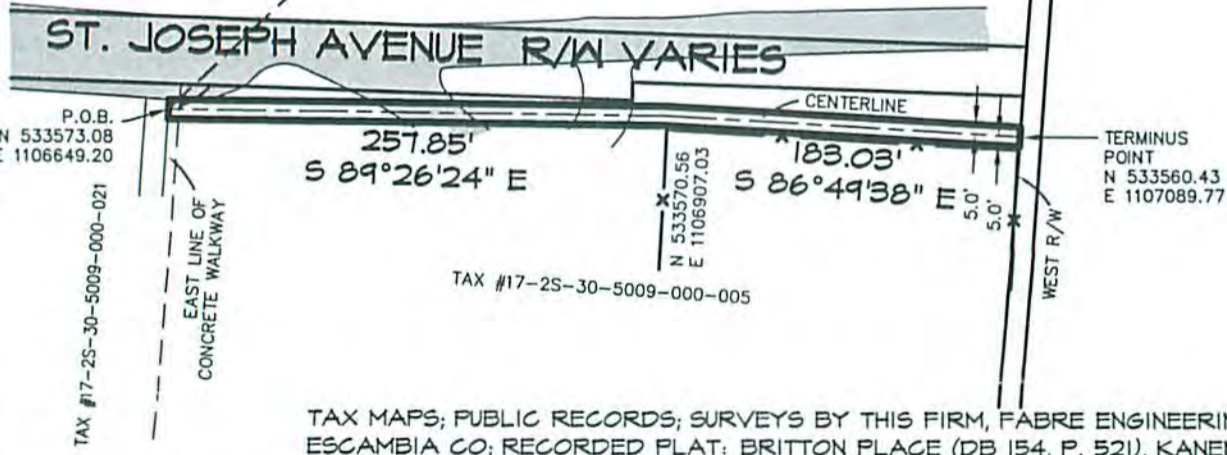
P.O.C.
ESCAMBIA COUNTY
MONUMENT ESC 4100
N 537172.60
E 1107804.80'

S 01°52'17" W
2592.55'

ESCAMBIA COUNTY
MONUMENT ESC 4099
N 534581.54
E 1107720.14

"I" STREET R/W VARIES

NORTH SCALE 1" = 100'



TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM, FABRE ENGINEERING, JW COOK AND ESCAMBIA CO; RECORDED PLAT: BRITTON PLACE (DB 154, P. 521), KANEN PLACE UNIT #2 (P.B. 2, P. 9), KANEN PLACE (P.B. 1, P. 96); UNRECORDED PLAT: ALLISON PROPERTY AND PEAKMANS PIKE S/D

Source of Information: Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date of Plat 8-4-11
Date of Survey --
Elevation Reference _____
Encroachments _____

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR**

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)

Ordered By MR. DONALD CHRISTIAN, III
Scale 1" = 100' Job No. 34840-11
FB -- PG -- File No. A-14,053
FB -- PG -- Drawn By PMJ

David D. Glaze
□ PSM #5605

Walter J. Glaze
■ PSM #6190



Chris Jones

Escambia County Property Appraiser

[Back](#)



Navigate Mode **Account**

Reference

General Information	
Reference:	172S305009000005
Account:	062339000
Owners:	SCHOOL BOARD OF ESCAMBIA CO SCHOOL GOULDING
Mail:	215 W GARDEN ST PENSACOLA, FL 32502
Situs:	1403 W ST JOSEPH AVE 32501
Use Code:	PUBLIC SCHOOL
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:	\$511,598
Land:	\$79,800
Total:	\$591,398
<u>Save Our Homes:</u>	\$0
Disclaimer	
Amendment 1 Calculations	

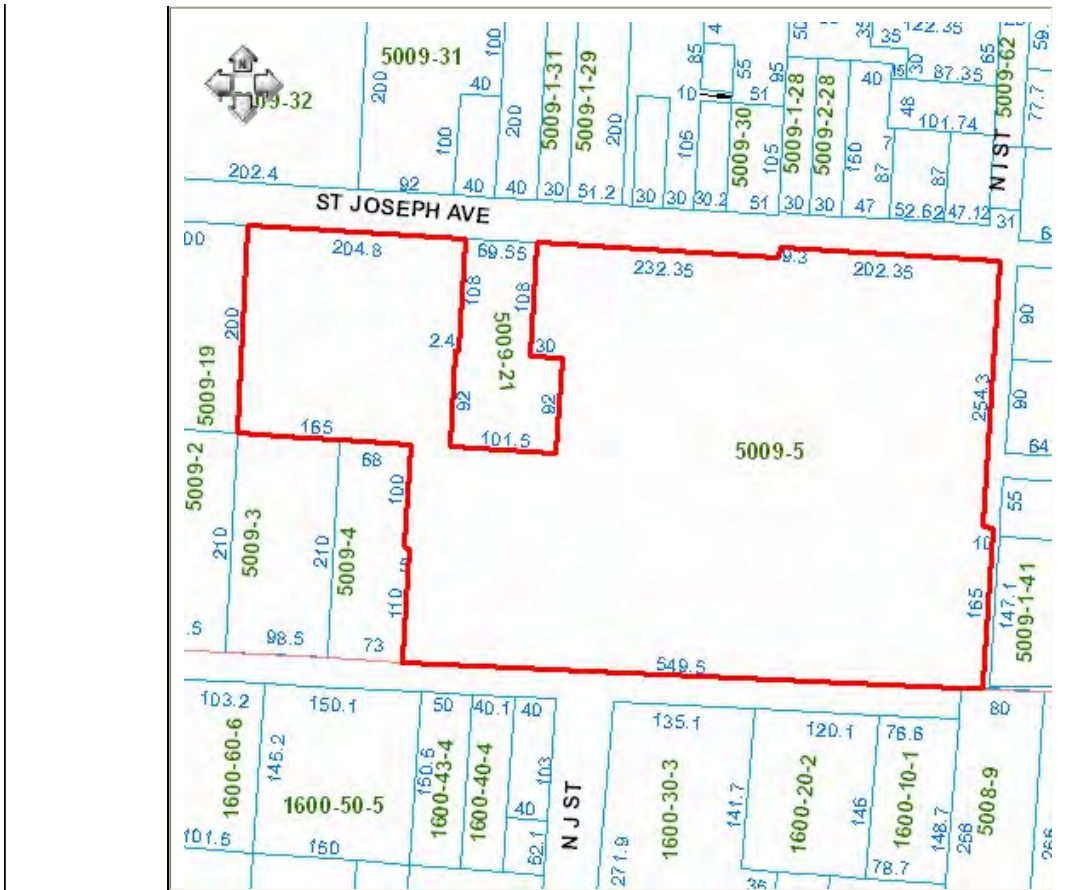
Sales Data	
Sale Date Book Page Value Type	Official Records (New Window)
None	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	

2010 Certified Roll Exemptions	
EDUCATIONAL	
Legal Description	
BEG AT SW COR OF LT 9 BRAINERD & MCINTYRE S/D E 270 FT FOR POB N 110 FT W 5 FT N 100 FT W 165 FT...	
Extra Features	
None	

Parcel Information [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id: 17-2S-30-1
Approx. Acreage: 5.6000
Zoned: R-4





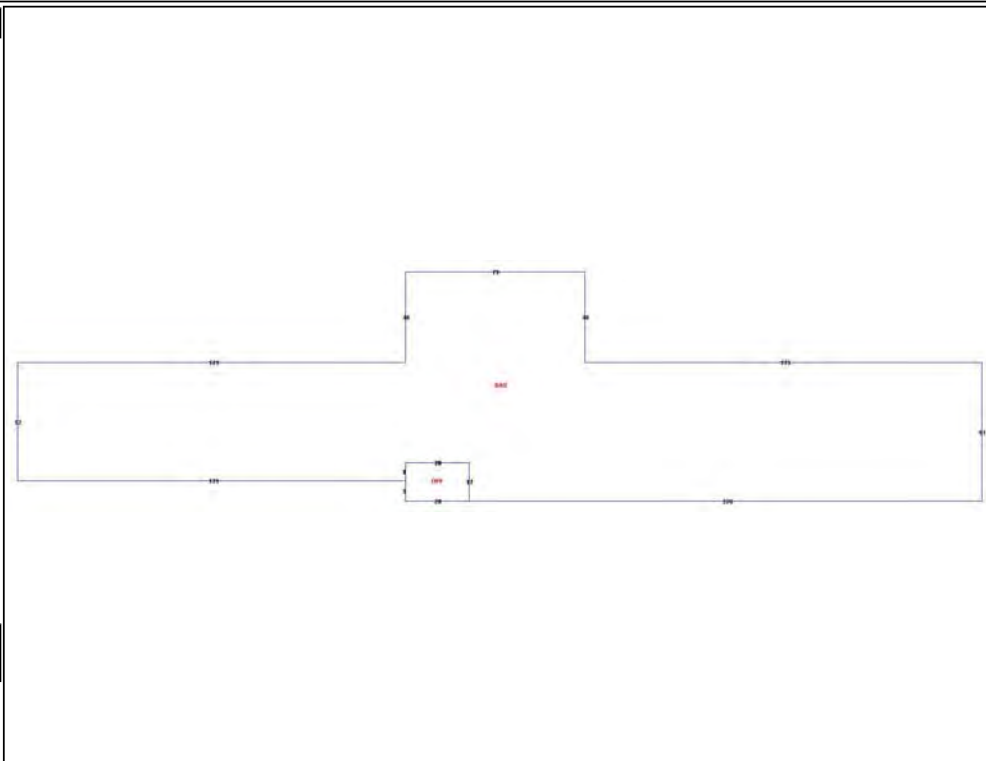
Buildings

Building 1 - Address: 1403 W ST JOSEPH AVE, Year Built: 1961, Effective Year: 1961

Structural Elements
FOUNDATION- SLAB ON GRADE
EXTERIOR WALL- BRICK-COMMON
NO. PLUMBING FIXTURES-24.00
ROOF FRAMING- RIGID FRAME/BAR
ROOF COVER-BLT UP ON WOOD
INTERIOR WALL- EXPOSED BLK/BRK
FLOOR COVER- VINYL/CORK
NO. STORIES- 1.00
DECOR/MILLWORK- AVERAGE
HEAT/AIR- UNIT HEATERS
STRUCTURAL FRAME- WOOD FRAME

Areas - 27546 Total SF

BASE AREA - 27070
OPEN PORCH FIN - 476

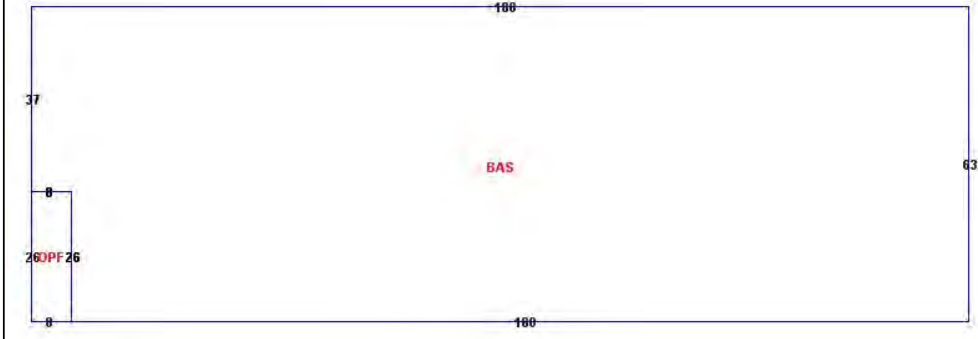


Building 2 - Address: 1403 W ST JOSEPH AVE, Year Built: 1961, Effective Year: 1961

Structural Elements
FOUNDATION-SLAB
ON GRADE
EXTERIOR WALL-
BRICK-COMMON
NO. PLUMBING
FIXTURES-12.00
ROOF FRAMING-
RIGID FRAME/BAR
ROOF COVER-BLT UP
ON WOOD
INTERIOR WALL-
EXPOSED BLK/BRK
FLOOR COVER-
VINYL/CORK
NO. STORIES-1.00
DECOR/MILLWORK-
AVERAGE
HEAT/AIR-UNIT
HEATERS
STRUCTURAL
FRAME- WOOD FRAME

Areas - 11844 Total
 SF

BASE AREA - 11636
OPEN PORCH FIN -
 208



Images



07/11/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/06/2011 (tc.444)



Chris Jones

Escambia County Property Appraiser

[Back](#)



Navigate Mode **Account**

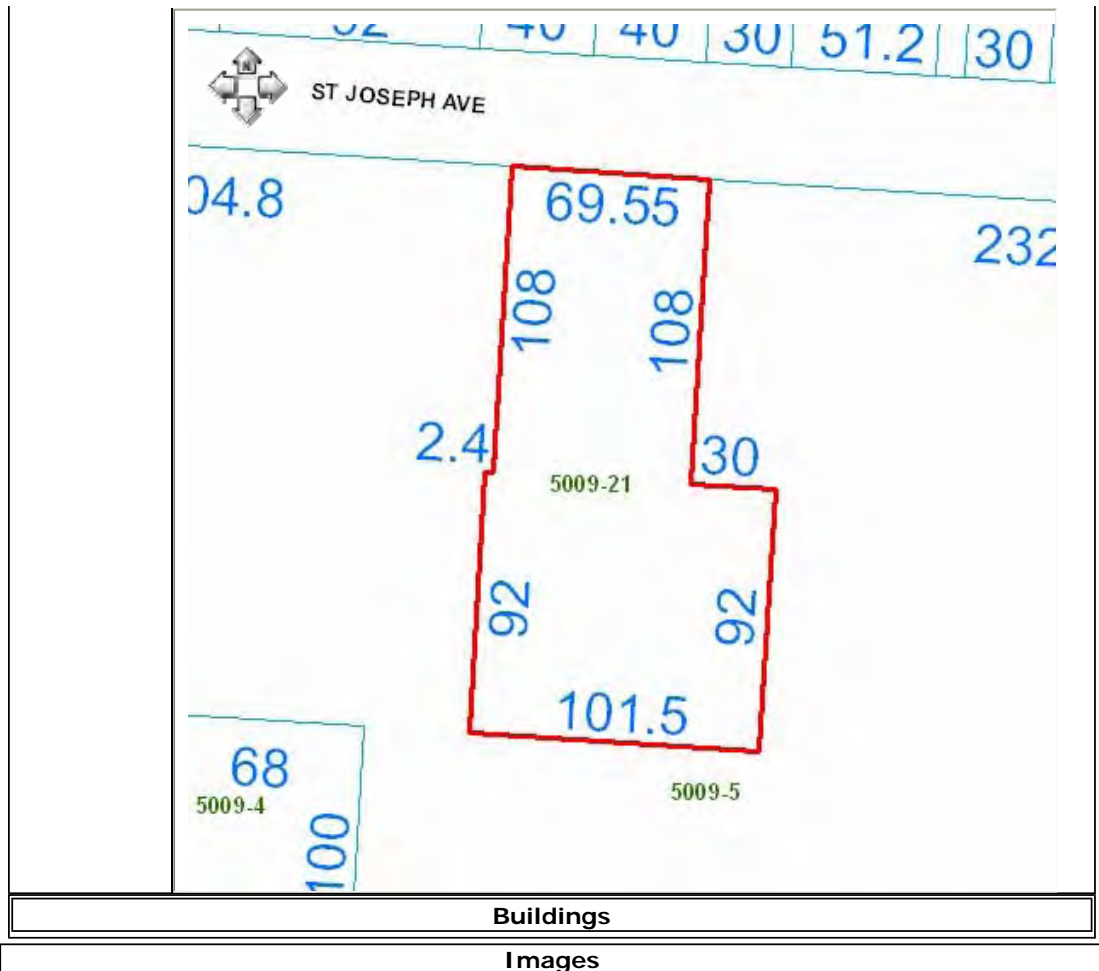
Reference



<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">General Information</th> </tr> <tr> <td>Reference:</td> <td>172S305009000021</td> </tr> <tr> <td>Account:</td> <td>062341000</td> </tr> <tr> <td>Owners:</td> <td>SCHOOL BOARD OF ESCAMBIA CO SCHOOL BOARD VACANT LAND</td> </tr> <tr> <td>Mail:</td> <td>215 W GARDEN ST PENSACOLA, FL 32502</td> </tr> <tr> <td>Situs:</td> <td>1500 W ST JOSEPH ST BLK 32501</td> </tr> <tr> <td>Use Code:</td> <td>PUBLIC SCHOOL </td> </tr> <tr> <td>Taxing Authority:</td> <td>COUNTY MSTU</td> </tr> <tr> <td>Tax Inquiry:</td> <td>Open Tax Inquiry Window</td> </tr> <tr> <td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td> </tr> </table>	General Information		Reference:	172S305009000021	Account:	062341000	Owners:	SCHOOL BOARD OF ESCAMBIA CO SCHOOL BOARD VACANT LAND	Mail:	215 W GARDEN ST PENSACOLA, FL 32502	Situs:	1500 W ST JOSEPH ST BLK 32501	Use Code:	PUBLIC SCHOOL	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">2010 Certified Roll Assessment</th> </tr> <tr> <td>Improvements:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$5,558</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$5,558</td> </tr> <tr> <td>Save Our Homes:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Disclaimer</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amendment 1 Calculations</td> </tr> </table>	2010 Certified Roll Assessment		Improvements:	\$0	Land:	\$5,558	Total:	\$5,558	Save Our Homes:	\$0	Disclaimer		Amendment 1 Calculations	
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Parcel Information									
Section Map Id:	17-2S-30-1								
Approx. Acreage:	0.3900								
Zoned:	R-4								



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.

Last Updated: 07/06/2011 (tc.452)

Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "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 Effective Date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Authorized Signatory

ORT Form 4308 FL
ALTA Commitment for Title Insurance 6/06 (with Florida Modifications)

By

A handwritten signature in blue ink, appearing to read 'Mark A. Bissinger'.

President

Attest

A handwritten signature in blue ink, appearing to read 'David Wald'.

Secretary



Schedule A
COMMITMENT

1. Effective Date: 07/05/11 at 8:00 A.M.

File No. 064911

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

The Board of Public Instruction of Escambia County, Florida, by Deed of Realty in Deed Book 543 Page 113.

5. The land referred to in this Commitment is described as follows:

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, described on proper Survey legal acceptable to Old Republic National Title Insurance Company and Escarosa Land Research, LLC, Describing property to be insured as being a portion of the legal description in Deed Book 543 Page 113.

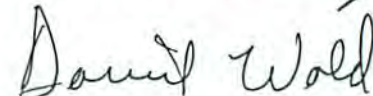
A portion of 17-2S-30-5009-000-021, St. Joseph Ave. Project.

Escarosa Land Research, LLC

[]
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Schedule B-I,

COMMITMENT



Requirements:

File No. 064911

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Board of Public Instruction of Escambia County, Florida, to Escambia County, Florida, covering property as described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II.

COMMITMENT



File No. 064911

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's 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 special taxes and assessments required to be paid in the year 2011 and subsequent years.
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, and any and all minerals and mineral rights are specifically excepted herein.
8. Subject to right of way of St. Joseph Avenue

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 the 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 the Company and the Insured arising out of or relating to this policy, and service of the 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.

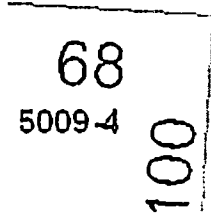
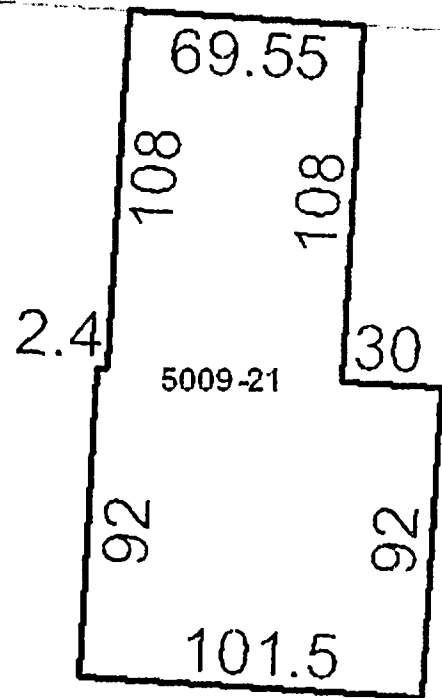
A copy of the Rules may be obtained from the Company upon request.

22 30 40 30 51.2 30

ST JOSEPH AVE

34.8

232



5009-5

Escambia County Tax Collector

generated on 6/29/2011 4:28:51 PM CDT

Tax Record

Last Update: 6/29/2011 4:28:50 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 06-2341-000	Tax Type REAL ESTATE	Tax Year 2010
Mailing Address SCHOOL BOARD OF ESCAMBIA CO SCHOOL BOARD VACANT LAND 215 W GARDEN ST PENSACOLA FL 32502	Property Address 1500 W ST JOSEPH ST BLK	GEO Number 172S30-5009-000-021

Exempt Amount See Below	Taxable Value See Below
Exemption Detail E6 5558	Millage Code 06
	Escrow Code

Legal Description (click for full description)
 172S30-5009-000-021 1500 W ST JOSEPH ST BLK BEG 210 FT N AND 302 4/10
 FT E OF SW COR OF LT 9 BRAINERD & MCINTYRE S/D E 101 95/100 FT N 92 FT
 W 30 FT N 108 FT W 69 55/100 FT S 108 FT W 2 4/10 FT S 92 FT TO POB
 S/D DB 543 P 113

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	5,558	5,558	\$0	\$0.00
PUBLIC SCHOOLS					
By Local Board	2.2290	5,558	5,558	\$0	\$0.00
By State Law	5.6310	5,558	5,558	\$0	\$0.00
SHERIFF	0.6850	5,558	5,558	\$0	\$0.00
WATER MANAGEMENT	0.0450	5,558	5,558	\$0	\$0.00

Total Millage 15.5655 **Total Taxes** \$0.00

Non-Ad Valorem Assessments

Code	Levyng Authority	Amount
------	------------------	--------

Total Assessments	\$0.00
Taxes & Assessments	\$0.00
If Paid By	Amount Due
	\$0.00

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

DEFO 543 no:113

DEED OF REALTY
FOR SALE BY
LITTON PRINTING COMPANY
PENSACOLA, FLA.

State of Florida

Escambia County

F 11/25/60

Know All Men by These Presents, That we, Michael Horne and Theresa Horne,
his wife,

for and in consideration of Ten Dollars and other good and valuable considerations

and convey
the receipt whereof is hereby acknowledged, do bargain, sell and grant unto

The Board of Public Instruction of Escambia County, Florida,

its successors
and assigns, forever, the following described real property,
situate, lying and being in the Escambia County of Florida

State of Florida to-wit:
Begin at the Southwest corner of Lot 9, Section 17, Township 2 South,
Range 30 West, and run North along the West line of said Lot a
distance of 210 ft., thence run East parallel with the South line of
said Lot 9, a distance of 100 feet to the point of beginning; thence
run North parallel with the West line of said Lot 9, a distance of
200 ft.; thence run East and parallel with the South line of said
Lot 9, a distance of 304.8 ft.; thence run South and parallel with
the West line of said Lot 9, a distance of 200 ft.; thence run West
parallel with the West line of said Lot 9, a distance of 304.8 ft.
to the point of beginning;

to have and to hold unto the said Grantee, its successors and
assigns, forever;

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining, free from all exemptions and right of homestead.

In Witness Whereof, we have hereunto set our hands and seal this 24th
day of November A. D. 19 60.

Michael Horne
Theresa Horne

Signed, sealed and delivered in the presence of
J. Edgar Holberry
Elizabeth S. Holberry



Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "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 Effective Date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

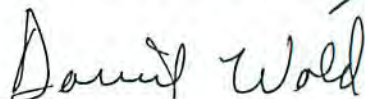
400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



Authorized Signatory

By  President

Attest  Secretary



Schedule A

COMMITMENT

1. Effective Date: 07/05/11 at 8:00 A.M.

File No. 064811

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

The Board of Public Instruction of Escambia County, Florida, by Warranty Deed in Deed Book 565 Page 244, Deed Book 559 Page 720, Deed Book 561 Page 87, Deed Book 561 Page 396, Deed Book 562 Page 62, Deed Book 562 Page 441, Deed Book 562 Page 443, Deed Book 562 Page 444, and Deed Book 563 Page 131.

5. The land referred to in this Commitment is described as follows:

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, described on proper Survey legal acceptable to Old Republic National Title Insurance Company and Escarosa Land Research, LLC, Describing property to be insured as being a portion of the legal descriptions in Deed Book 565 Page 244, Deed Book 559 Page 720, Deed Book 561 Page 87, Deed Book 561 Page 396, Deed Book 562 Page 62, Deed Book 562 Page 441, Deed Book 562 Page 443, Deed Book 562 Page 444, and Deed Book 563 Page 131

A portion of 17-2S-30-5009-000-005, St. Joseph Ave. Project.

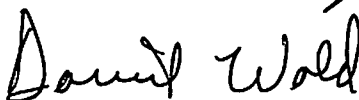
Escarosa Land Research, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

[_____]

Authorized Signatory

By  President

Attest  Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 064811

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Board of Public Instruction of Escambia County, Florida, to Escambia County, Florida, covering property as described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 064811

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

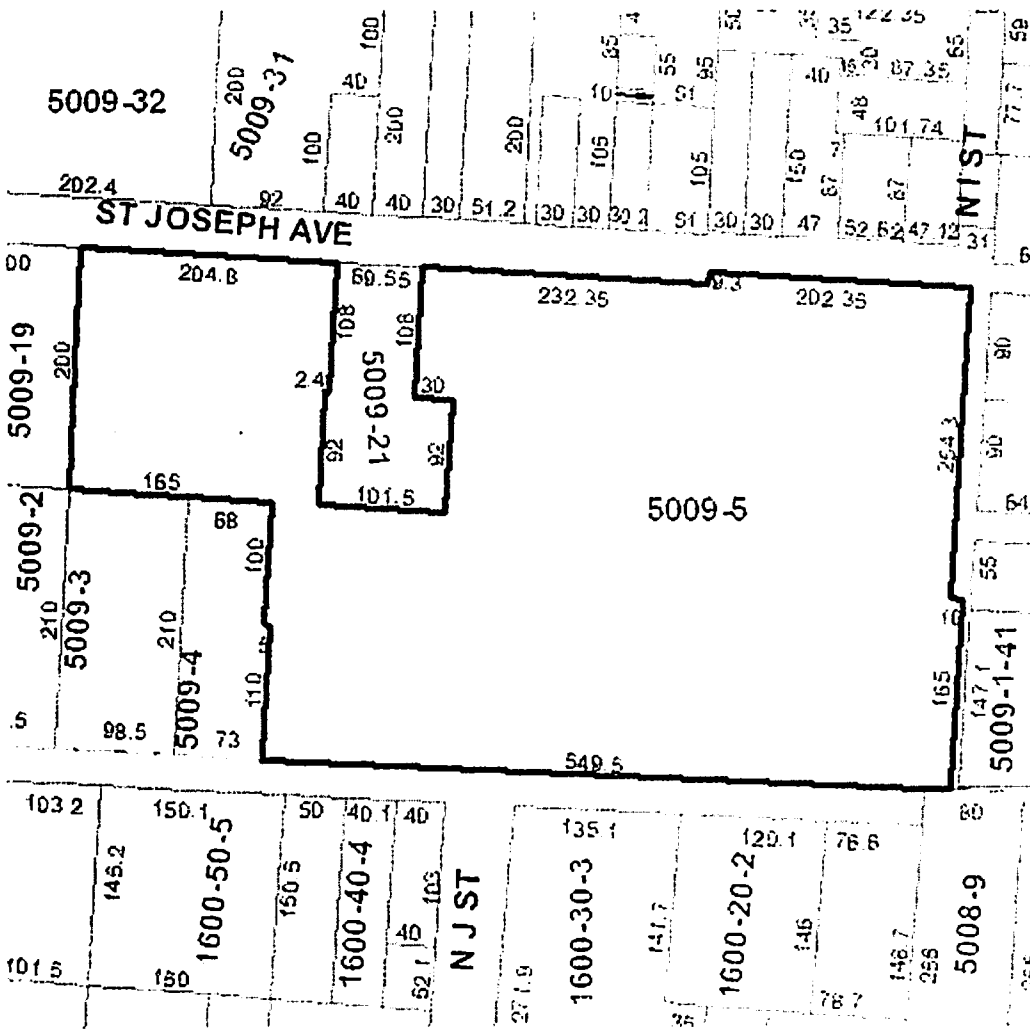
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's 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 special taxes and assessments required to be paid in the year 2011 and subsequent years.
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, and any and all minerals and mineral rights are specifically excepted herein.
8. Subject to right of way of St. Joseph Avenue

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 the 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 the Company and the Insured arising out of or relating to this policy, and service of the 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.



Escambia County Tax Collector

generated on 6/29/2011 4:25:52 PM CDT

Tax Record

Last Update: 6/29/2011 4:25:52 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 06-2339-000	Tax Type REAL ESTATE	Tax Year 2010
Mailing Address SCHOOL BOARD OF ESCAMBIA CO SCHOOL GOULDING 215 W GARDEN ST PENSACOLA FL 32502	Property Address 1403 W ST JOSEPH AVE	GEO Number 172S30-5009-000-005

Exempt Amount See Below	Taxable Value See Below
Exemption Detail E6 591398	Millage Code 06
Escrow Code	
Legal Description (click for full description) 172S30-5009-000-005 1403 W ST JOSEPH AVE BEG AT SW COR OF LT 9 BRAINERD & MCINTYRE S/D E 270 FT FOR POB N 110 FT W 5 FT N 100 FT W 165 FT N 200 FT E 204 8/10 FT S 108 FT W 2 4/10 FT S 92 FT E 101 95/100 FT N 92 FT See Tax Roll For Extra Legal	

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	591,398	591,398	\$0	\$0.00
PUBLIC SCHOOLS					
By Local Board	2.2290	591,398	591,398	\$0	\$0.00
By State Law	5.6310	591,398	591,398	\$0	\$0.00
SHERIFF	0.6850	591,398	591,398	\$0	\$0.00
WATER MANAGEMENT	0.0450	591,398	591,398	\$0	\$0.00
Total Millage	15.5655		Total Taxes		\$0.00

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
	Total Assessments	\$0.00
	Taxes & Assessments	\$0.00
	If Paid By	Amount Due
		\$0.00

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

7465 P
RECORDED

FILED IN
Public Trusts
Escambia, Florida

State of Florida,

NO 565 ser 244

Escambia County

F 11/30/61

KNOW ALL MEN BY THESE PRESENTS: THAT Ha. Clinton Golston and Dalores Golston, husband and wife

for and in consideration of the sum of One Thousand Five Hundred and No/100 -----
(\$1,500.00) ----- DOLLARS

to us in hand paid by The Board of Public Instruction of Escambia County, Florida

the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said The Board of Public Instruction of Escambia County, Florida, its successors

~~and~~ and assigns forever, the following described real estate, situate, lying and being in County of Escambia State of Florida to-wit:

Beginning 410 Feet North and 606.7 Feet East of the Southwest corner of Lot 9, thence East 202.35 feet, thence North 35 Feet, thence West 202.35 feet, thence South 35 Feet to the point of beginning S/D, Section 17, Township 2 South, Range 30 West



Together with the improvements thereon, and the hereditaments and appurtenances therunto belonging or in anywise appertaining: To HAVE AND TO HOLD the above described premises unto the said The Board of Public Instruction of Escambia County, Florida, its successors and assigns, forever, free from all exception of homestead right or claim of ourselves the said grantor, if any such right or claim we possess; And we, the said grantor, for ourselves and our heirs, assigns, and assigns forever with the said grantor its successors and assigns, our heirs, assigns, and assigns forever well beloved of the property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that said grantor we shall and will warrant and by these presents we shall and will warrant unto the said grantor its successors and assigns, our heirs, assigns, and assigns forever of all and every matter or matters whatsoever.

In testimony whereof, we the said Ha. Clinton Golston and Dalores Golston have hereunto set our hands and seals this 10th day of November 1961.

Ha. Clinton Golston (Seal)
Dalores Golston (Seal)

State of Florida
Escambia County

WARRANTY DEED

Know All Men by These Presents: That We, Tony Wiggins and Hilda Wiggins,
husband and wife,

for and in consideration of Four Thousand and No/100 DOLLARS
the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Board of Public
Instruction of Escambia County, Florida,

its ~~heirs, executors and administrators~~ ^{successors} and assigns, forever, the following described real property,
situate, lying and being in the County of Escambia State of Florida
to-wit:

PARCEL 1: Begin at Southwest corner of Lot 9, Section 17, Township
2 South, Range 30 West, and run North along the West line of said
Lot 9 for 210 feet; 90° right for 252.4 feet for Point of Be-
ginning; continue East along a continuation of the line last run
for 50 feet; 90° left for 103 feet; 90° left for 50 feet; and 90°
left for 103 feet to Point of Beginning.

and

PARCEL 2: Begin at Southwest corner of Lot 9, Section 17, Township
2 South, Range 30 West, and run North along West line of said Lot
9 for 410 feet; 90° right for 304.8 feet to Point of Beginning;
90° right for 108 feet; 90° left for 50 feet; 90° left for 108
feet and then 90° left for 50 feet to Point of Beginning.

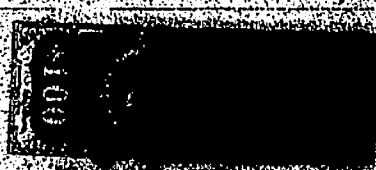
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise apper-
taining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible
estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encum-
brance; and that our heirs, executors and administrators, the said grantee its ~~heirs~~
~~heirs, executors and administrators~~ and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons
lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
day of Sept A. D. 19 61

Signed, sealed and delivered in the presence of:
Tony Wiggins (SEAL)
Hilda Wiggins (SEAL)
W. W. [Signature] (SEAL)
[Signature] (SEAL)

State of Florida
Escambia County



Before the subscriber personally appeared Tony Wiggins and Hilda Wiggins
his wife, known to me, and known to me to be the individual described by said names in and who executed the
foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this SEPT day of 1961

SEP 12 11 59 AM '61
125770

PRINTED AND FOR SALE
MAYES PRINTING CO.
PENSACOLA, FLA.

State of Florida

Escambia County

WARRANTY DEED

Know All Men by These Presents: That we, James Smith and Savannah Smith, husband and wife

for and in consideration of Eight Thousand Two Hundred and No/100 (\$8,200.00) DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Board of Public Instruction of Escambia County, Florida, its successors

and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida

to-wit: Beginning at the Southwest corner of Lot Nine (9), Section Seventeen (17), Township Two (2) South, Range Thirty (30) West, Escambia County, Florida, thence running East Eight Hundred and Nine and Five-tenths (809.5) Feet, thence running North Two Hundred and Ten (210) Feet to a point of beginning, thence running North Two Hundred (200) Feet, thence running West Two Hundred and Two and Thirty-five hundredths (202.35) Feet, thence running South Two Hundred (200) Feet, thence running East Two Hundred and Two and Thirty-five hundredths (202.35) Feet to the point of beginning, containing One (1) acre of land, more or less



SERIALIZED
JUL 12 5 56 PM '61
126159

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an inalienable estate in fee simple in the said property, and have a good right to convey the same that it is free of lien or encumbrance, and that our heirs, executors and administrators, the said grantee, its successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22d day of July A. D. 1961

Signed, sealed and delivered in the presence of
James W. Lohrle
R. H. Merritt

James Smith (SEAL)
Savannah Smith (SEAL)
(SEAL)
(SEAL)

WARRANTY DEED

Mayes Form D-1
Printed and for Sale by
Mayes Printing Company
Pensacola, Florida

DEED 561 PAGE 396

State of Florida,

Escambia

County

F 9/25/61

KNOW ALL MEN BY THESE PRESENTS: THAT We, Adrian Edwards and Leila Mae Edwards, husband and wife,

for and in consideration of the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) DOLLARS

us in hand paid by The Board of Public Instruction of Escambia County, Florida

the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said The Board of Public Instruction of Escambia County, Florida, its successors and

~~assign~~ assigns forever, the following described real estate, situate, lying and being in County of Escambia State of Florida

Beginning 210 feet North of the Southwest corner of Lot 9, Section 17, Township 2 South, Range 30 West, thence running Easterly 204 feet for point of beginning; thence continuing Easterly 50 feet; thence Northerly 90 feet; thence Westerly 50 feet; thence Southerly 90 feet to point of beginning



Together with the improvements thereon, and the hereditaments and appurtenances thereto belonging or in anywise appertaining: To HAVE AND To HOLD the above described premises unto the said The Board of Public Instruction of Escambia County, Florida, its successors ~~and~~ and assigns, forever, (free from all exemption of homestead right or claim of OURSELVES, the said grantor S if any such right or claim we possess: And we, the said grantor S, for OURSELVES, OUR heirs, do covenant with the said grantee ITS SUCCESSORS ~~and~~ and assigns, that we are well seized of the property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that said grantor S shall and will warrant and by these presents forever defend the said premises unto the said grantee ITS SUCCESSORS ~~and~~ and assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set OUR hand S and seal S this 25th day of September 1961

Signed, sealed and delivered in the presence of

Mabel G. Radgett
W. W. P. Smith

Adrian Edwards (SEAL)
Leila Mae Edwards (SEAL)
(SEAL)
(SEAL)

STATES OF FLORIDA)

COUNTY OF ESCAMBIA)

KNOW ALL MEN BY THESE PRESENTS, That *DB 562/441* *FID 19/61* ~~Clemmie Lee Arnold~~ and L. HENRY ARNOLD, JR., husband and wife; EDDIE SANDERS and PRISCILLA SANDERS, husband and wife; GEORGE SANDERS, an unmarried man; JOYCE SANDERS ANDREWS and EDDIE ANDREWS, husband and wife, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, grant and convey unto THE BOARD OF PUBLIC INSTRUCTION OF ESCAMBIA COUNTY, FLORIDA, its successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commence at the Southwest corner of Lot 9, Section 17, Township 2 South, Range 30 West; thence run North along the West line of said Lot 9 for 410 feet; thence ninety degrees right for 404.35 feet to the point of beginning; thence ninety degrees right 200 feet; thence ninety degrees left for 202.35 feet; thence ninety degrees left for 200 feet; thence ninety degrees left for 202.35 feet to the point of beginning, all lying and being in Escambia County, Florida;

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. Eddie Sanders is sometimes known as Eddie Saunders.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 24th day of August, 1961.

Clemmie Lee Arnold (SEAL)
Clemmie Lee Arnold

L. Henry Arnold, Jr. (SEAL)
L. Henry Arnold, Jr.

Eddie Sanders (SEAL)
Eddie Sanders

Priscilla Sanders (SEAL)
Priscilla Sanders

George Sanders (SEAL)
George Sanders

Joyce Sanders Andrews (SEAL)
Joyce Sanders Andrews

Eddie Andrews (SEAL)
Eddie Andrews

Signed, sealed and delivered in the presence of:
Clemmie Lee Arnold and L. Henry Arnold, Jr.

Bernice M. Moran
Milner H. Mitchell

Minnie M. Moran
Milner H. Mitchell

Bernice M. Moran
Milner H. Mitchell

22pt

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

DB 522/443

KNOW ALL MEN BY THESE PRESENTS, THAT We, DELORES SANDERS also known as Delores Saunders Green, GREEN/and TROY GREEN, husband and wife, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, grant and convey unto THE BOARD OF PUBLIC INSTRUCTION OF ESCAMBIA COUNTY, FLORIDA, its successors and assigns, forever, the following property, situate, lying and being in the County of Escambia, State of Florida, to-wit:



Commence at the Southwest corner of Lot 9, Section 17, Township 2 South, Range 30 West; thence run North along the West line of said Lot 9 for 410 feet; thence ninety degrees right for 404.35 feet to the point of beginning; thence ninety degrees right 200 feet; thence ninety degrees left for 202.35 feet; thence ninety degrees left for 200 feet; thence ninety degrees left for 202.35 feet to the point of beginning, all lying and being in Escambia County, Florida;

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 2nd day of September, 1961.

WITNESSES:
Wilmer H. Mitchell

Delores Saunders Green (SEAL)
Delores Sanders Green

Anna Ruth Steen

Troy Green (SEAL)
Troy Green

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

Before the subscriber personally appeared Delores Sanders Green and Troy Green, husband and wife, known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and seal this 2nd day of September, 1961.

Wilmer H. Mitchell
Notary Public, Florida at Large

My commission expires June 17, 1963

129581

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON

OCT 19 10 56 AM '61

J.A. FLOWERS, CLERK
CIRCUIT COURT





ST JOSEPH AVENUE SIDEWALK PROJECT



VICINITY MAP



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 09/29/11 DISTRICT 3

-  St. Joseph Avenue Sidewalk Project
-  School Board Property (Goulding School)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-772

County Administrator's Report Item #: 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Acquisition of Property Along Camp Road and Pine Barren Road, Escambia County, FL

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Aquisition of Property, Totaling Approximately 14.81 Acres, Located Along Camp Road and Pine Barren Road, Escambia County, Florida - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the acquisition of property, totaling approximately 14.81 acres, located along Camp Road and Pine Barren Road, in Escambia County, Florida:

- A. Authorize staff to make an offer to RMS Timberlands, LLC, up to \$52,879, to purchase the 14.81 acre parcel, located along Camp Road and Pine Barren Road, in Escambia County, Florida;
- B. Authorize the payment of incidental expenses associated with the acquisition of the property; and
- C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute all documents necessary to complete the acquisition of this property.

[Fund 401, Solid Waste, Cost Center 230315, Object Code 56101]

BACKGROUND:

Camp V Landfill was officially closed June 30, 1988. It is confirmed that during operational activities, municipal waste was inadvertently buried outside defined waste limits onto adjacent property to the south. In addition, there are documented groundwater impacts associated with same property.

Current property owners, RMS Timberlands LLC, attempted to sell this property, (which was a portion of a larger parcel), to Gulf Power. Due to the waste encroachment and groundwater issues, Gulf Power purchased the larger portion of the property, but declined to purchase this remaining piece. Consequently, RMS is requesting Escambia County purchase this property.

Purchasing this property will satisfy the owner's request that the County acquire the property, and will subsequently allow the County access to continue monitoring activities in accordance

with Florida Department of Environmental Protection regulations.

BUDGETARY IMPACT:

Acquisition of the site will be funded from Fund 401 Solid Waste, Cost Center 230315, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Purchase Agreement will be approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, upon receipt. The County Attorney's Office will initiate the necessary legal proceedings and closing documents as provided in Chapters 73, 74, and 127 of the Florida Statutes.

PERSONNEL:

N/A

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, the County Attorney's Office, Real Estate Acquisition and Solid Waste Management Department will move forward to acquire the property.

Attachments

Property Description & Sketch

Brantley Appraisal

Property Aerial



Tax Record



Account Number
1 of 1

Last Update: 3/30/2011 9:30:12 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
12-1730-000	REAL ESTATE	2010
Mailing Address RMS TIMBERLANDS LLC 5605 WOODBINE RD PACE FL 32571		Property Address 0 CAMP RD GEO Number 195N31-1000-000-000

Exempt Amount	Taxable Value
See Below	See Below
Exemption Detail NO EXEMPTIONS	Millage Code 06
Escrow Code	
Legal Description (click for full description) 195N31-1000-000-000 0 CAMP RD ALL LESS SE1/4 OF SW1/4 OR 6055 P 752/785 LESS OR 815 P 503 COUNTY RD R/W LESS OR 4556 P 762 COUNTY RD R/W LESS MINERAL RIGHTS See Tax Roll For Extra Legal	

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	44,492	0	\$44,492	\$310.35
PUBLIC SCHOOLS					
By Local Board	2.2290	44,492	0	\$44,492	\$99.17
By State Law	5.6310	44,492	0	\$44,492	\$250.53
SHERIFF	0.6550	44,492	0	\$44,492	\$30.48
WATER MANAGEMENT	0.0450	44,492	0	\$44,492	\$2.00
Total Millage		15.5655	Total Taxes		\$692.53

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$26.35
Total Assessments		\$26.35
Taxes & Assessments		\$718.88
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/23/2010	PAYMENT	214891.0041	2010	\$690.12

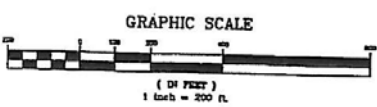
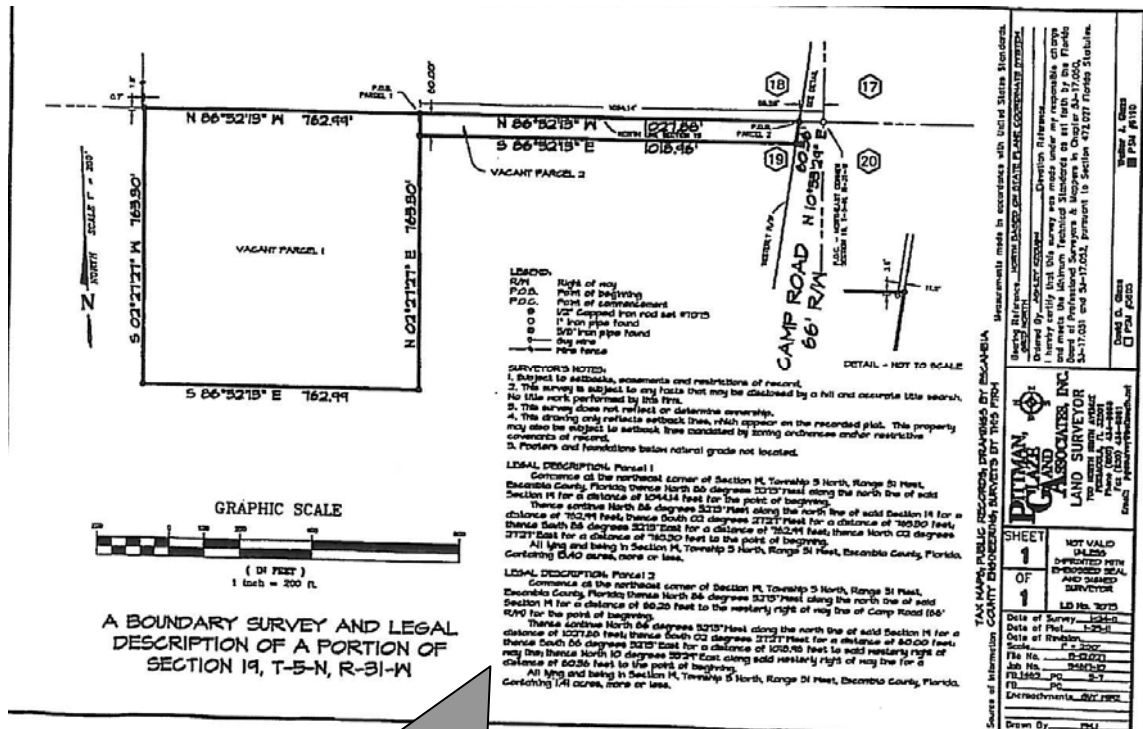
[Prior Years Payment History](#)

Prior Year Taxes Due
NO DELINQUENT TAXES

[Print](#) | [Print](#) | << First < Previous Next > Last >>



- Details**
- Tax Record**
- » Print View
- Legal Desc.
- Appraiser Data →
- Tax Payment
- Payment History
- Print Tax Bill **NEW!**
- Searches**
- Account Number**
- GEO Number
- Owner Name
- Property Address
- Site Functions**
- Welcome
- Property Taxes**
- Local Business Tax
- Feedback
- County Login
- Home



A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 19, T-5-N, R-31-W

Measurements made in accordance with United States Standards.
 Surveyed by: **BRANTLEY & ASSOCIATES, INC.**
 State of Florida: **ESCAMBIA COUNTY**
 Date of Survey: **12/20/11**
 Date of Plat: **1/25/12**
 Date of Replat: **1/25/12**
 Scale: **1" = 200'**
 File No.: **2-12021**
 Job No.: **2011-021**
 FD-1602: **0-7**
 FD-1603: **0-7**
 Measurements: **207, 780'**
 Drawn By: **2011**

PITMAN, GARDNER & ASSOCIATES, INC.
 LAND SURVEYOR
 PROFESSIONAL SEAL
 No. 12345
 Exp. 12/31/12
 State of Florida
 Tallahassee, FL 32301
 Phone: (904) 444-4444
 Fax: (904) 444-4444
 Email: info@pitman-gardner.com

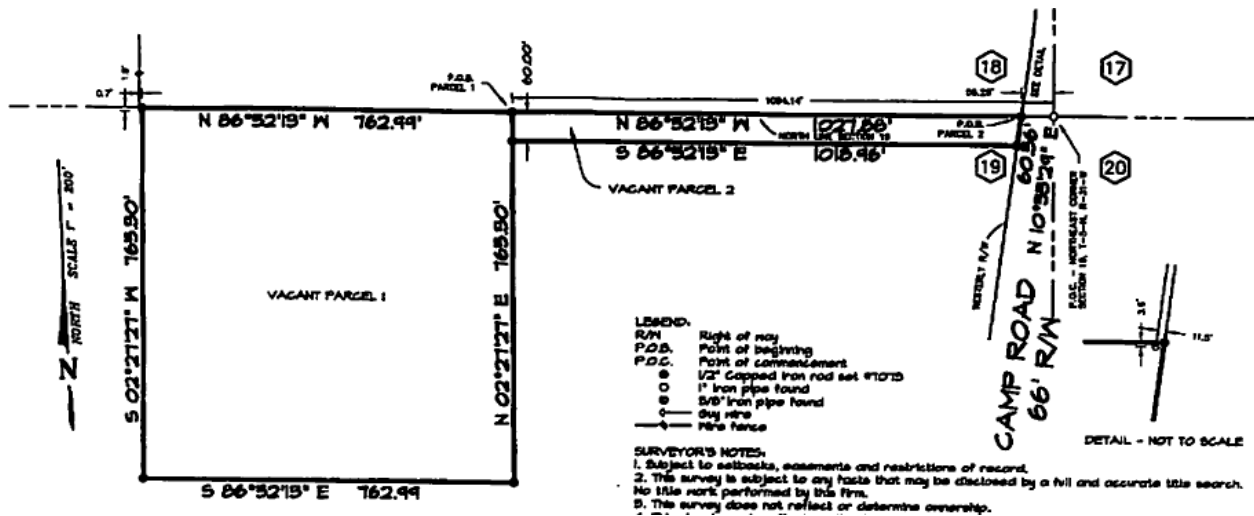
NOT VALID UNLESS SIGNED AND SEALED BY SURVEYOR

DATE OF SURVEY: 12/20/11
DATE OF PLAT: 1/25/12
DATE OF REPLAT: 1/25/12
SCALE: 1" = 200'
FILE NO.: 2-12021
JOB NO.: 2011-021
FD-1602: 0-7
FD-1603: 0-7
MEASUREMENTS: 207, 780'
DRAWN BY: 2011

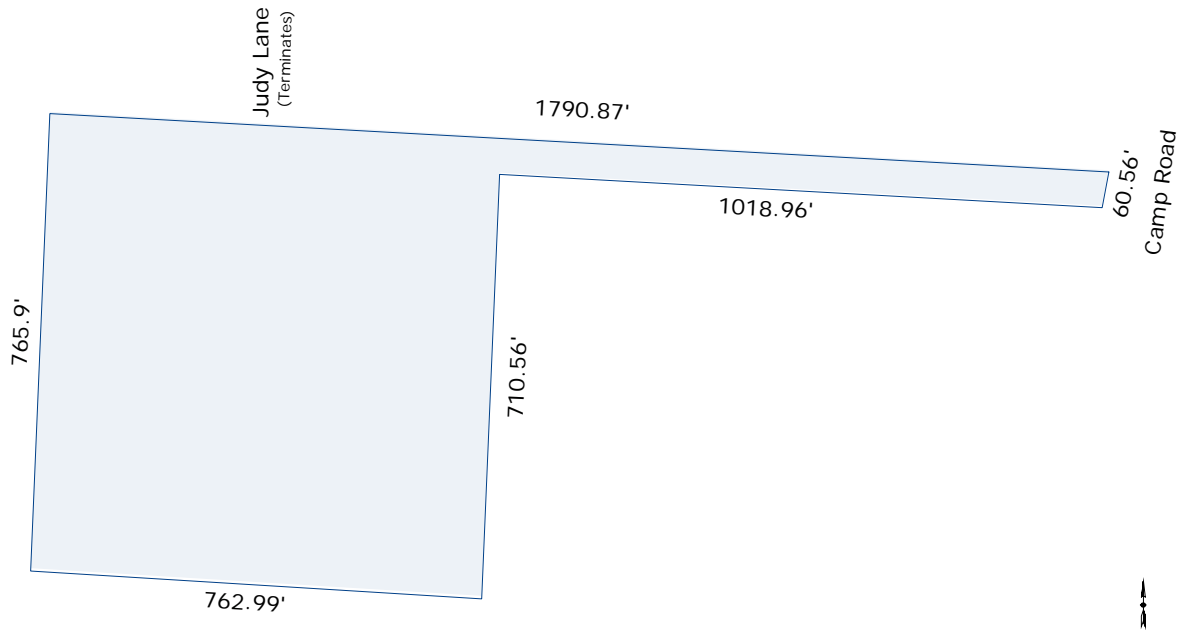
LEGAL DESCRIPTION: Parcel 1
 Commence at the northeast corner of Section M, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 32'15" West along the north line of said Section M for a distance of 1044.14 feet for the point of beginning.
 Thence continue North 86 degrees 32'15" West along the north line of said Section M for a distance of 762.99 feet; thence South 02 degrees 12'21" West for a distance of 762.99 feet; thence South 86 degrees 32'15" East for a distance of 762.99 feet; thence North 02 degrees 12'21" East for a distance of 765.50 feet to the point of beginning.
 All lying and being in Section M, Township 5 North, Range 31 West, Escambia County, Florida. Containing 6.40 acres, more or less.

LEGAL DESCRIPTION: Parcel 2
 Commence at the northeast corner of Section M, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 32'15" West along the north line of said Section M for a distance of 80.00 feet to the westerly right of way line of Camp Road (66' R/W) for the point of beginning.
 Thence continue North 86 degrees 32'15" West along the north line of said Section M for a distance of 1018.96 feet; thence South 02 degrees 12'21" West for a distance of 80.00 feet; thence South 86 degrees 32'15" East for a distance of 1018.96 feet to said westerly right of way line; thence North 10 degrees 30'21" East along said westerly right of way line for a distance of 60.56 feet to the point of beginning.
 All lying and being in Section M, Township 5 North, Range 31 West, Escambia County, Florida. Containing 1.41 acres, more or less.

SURVEY OF ACQUISITION



PROPERTY SKETCH OF ACQUISITION



TAKING SITE AREA – 14.81 Acres (+/-)

SUMMARY APPRAISAL REPORT

VALUATION OF A 14.81 ACRE (+/-) TAKING
FROM 541.84 ACRES (+/-) OF VACANT TIMBER LAND

LOCATED ALONG CAMP ROAD & PINE BARREN RD
ESCAMBIA COUNTY, FLORIDA

AS OF APRIL 12, 2011

VA11SB6505-12



PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS BUREAU
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

April 13, 2011

Judy Cantrell
Real Estate Acquisition Specialist
Escambia County Public Works Bureau
3363 W. Park Place
Pensacola, Florida 32505

RE: Appraisal of 14.81 acre taking from a 541.84 acre parcel of timberland, along Camp Road and Pine Barren Road, near McDavid, Escambia County, Florida

Dear Ms. Cantrell:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the parent property, the portion of the property to be acquired, the remainder property and severance damages, if any. Our valuation is effective as of April 12, 2011, the date of inspection.

The property to be acquired consists of a 14.81 acre land acquisition derived from a 541.84 acre parent parcel of mostly pre-merchantable timberland. The property rights appraised are fee simple. By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that fair compensation for the 14.81 acres to be acquired, as of April 12, 2011, is:

MARKET VALUE OPINION
FORTY ONE THOUSAND FIVE HUNDRED DOLLARS & NO/100'S
\$41,500

The above value opinion is subject to the general limiting conditions stated within the body of this report, as well as the following special assumption:

(1) The subject property accommodates planted pine trees, the majority of which appear to be pre-merchantable. We have not received a professional timber cruise pertinent to the valuation of pine trees. We are not professional foresters. We have developed an opinion for the contributive value of the pine trees through sales comparison procedures (and not via timber management methodology) specifically for the intended use of this appraisal, which is for negotiation and acquisition of a small portion of the tract for public purposes. Any reader is cautioned against using the valuation for any other purpose.



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

Ms. Judy Cantrell

April 13, 2011

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "R. Shawn Brantley, MAI".

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: Appraisal of a 14.81 acre taking from a 541.84 acre parcel of timberland, along Camp Road and Pine Barren Road, Escambia County, Florida 32568.

OWNERSHIP: RMS Timberlands LLC
5605 Woodbine Road
Pace, Florida 32571

ADDRESS OF PROPERTY: Camp Road, McDavid, Florida 32568.

PURPOSE, INTENDED USE To provide an opinion of the market value of the 14.81 acre portion of the parent tract, which is to be acquired by Escambia County, together with any damages to the remainder as a result of the acquisition.

PROPERTY RIGHTS APPRAISED: Fee Simple Estate

DATE OF VALUATION: April 12, 2011

DATE OF INSPECTION: April 12, 2011

DATE OF REPORT: April 13, 2011

YEAR 2010 ASSESSMENT: \$44,492 (Parent Parcel)

YEAR 2010 TAXES: \$618.88 (Parent Parcel)

CURRENT ZONING: VAG-1 Villages Agriculture, Low Density

FUTURE LAND USE: AG, Agricultural

LAND AREA: Parent: 541.84 Acres
Taking: 14.81 Acres
Remainder: 527.03 Acres

IMPROVEMENTS: None

HIGHEST AND BEST USE: Hold for future residential development when market conditions improve.

VALUATIONS:

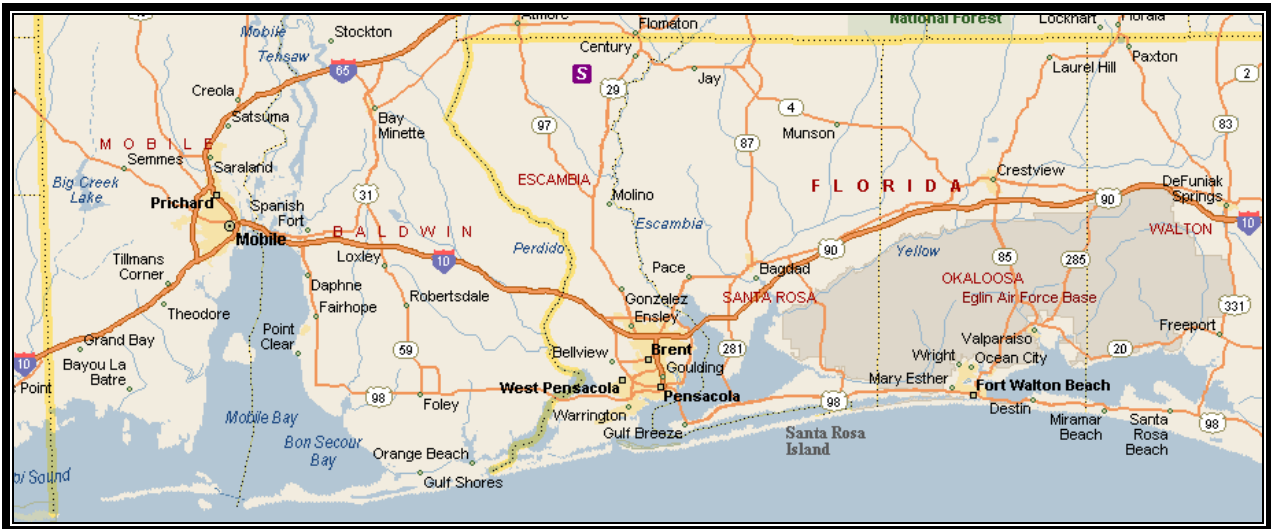
Value of Before Property	\$1,517,000
Value of Part Acquired	\$ 41,500
Value of Remainder Property	\$1,475,500
Severance Damages	\$ 0
Recommended Compensation	\$ 41,500

BROAD LOCATION MAP INCLUDING THE SUBJECT



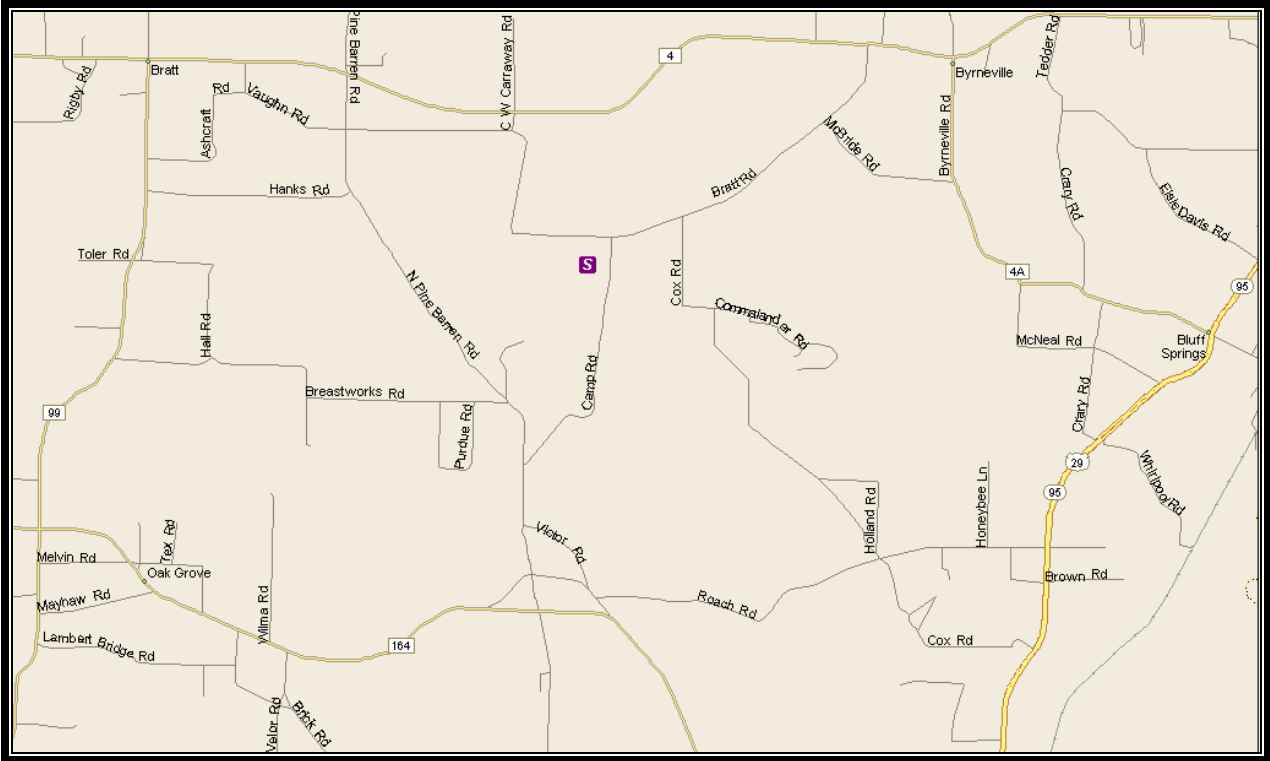
View of the Florida Panhandle

LOCATION MAPS OF THE SUBJECT PROPERTY

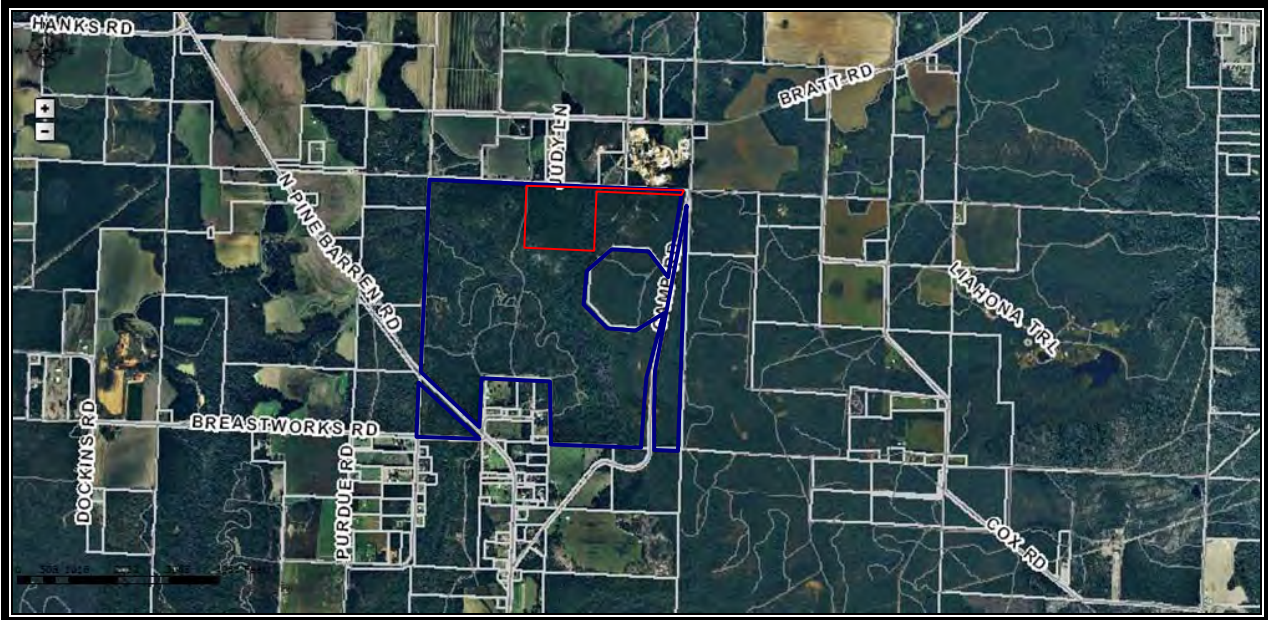


View of subject location in Escambia County

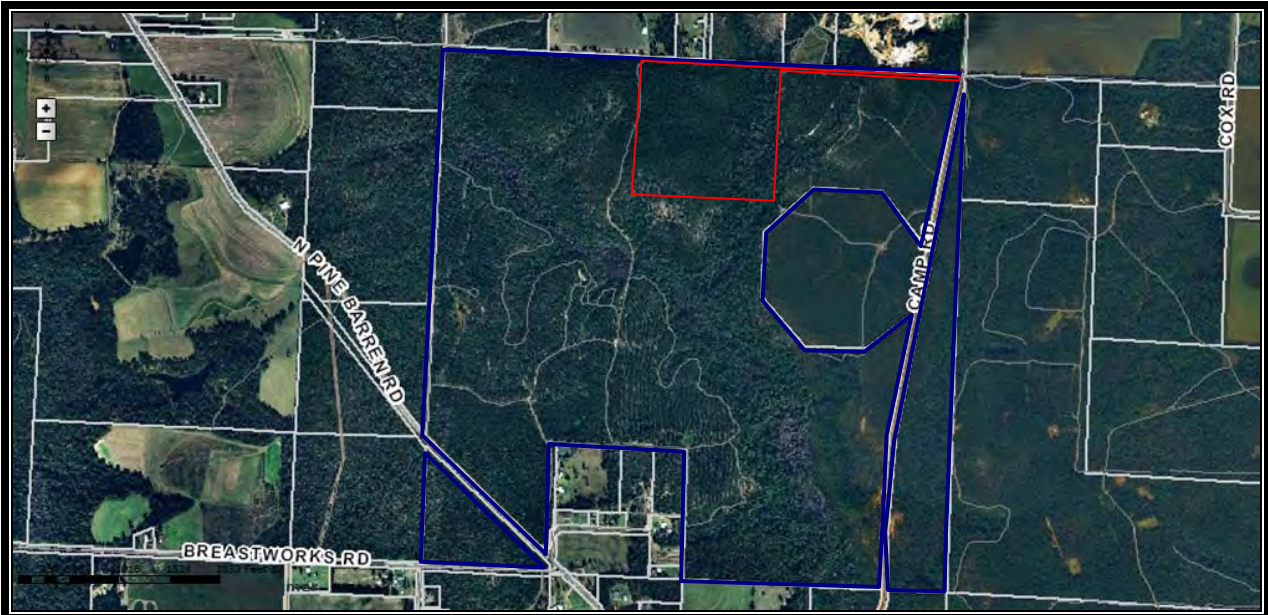
LOCATION MAPS OF THE SUBJECT PROPERTY



AERIAL MAP INCLUDING THE SUBJECT PROPERTY

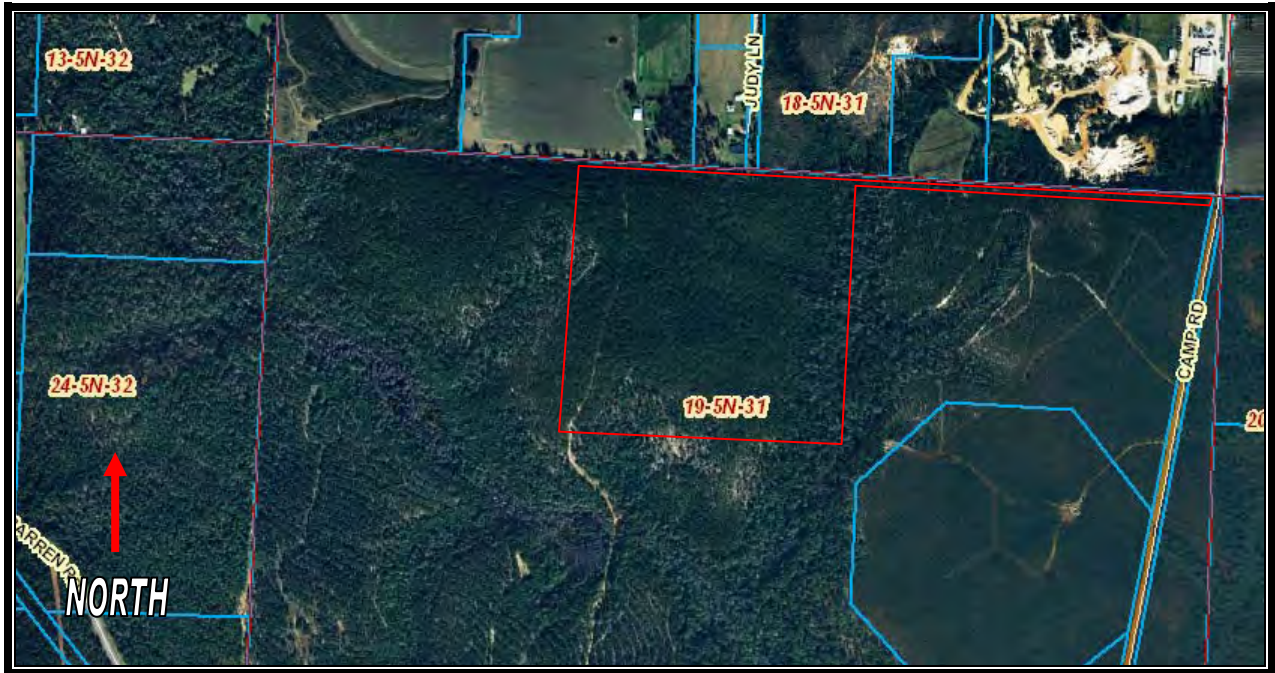


The parent parcel is blue; The acquisition is in red

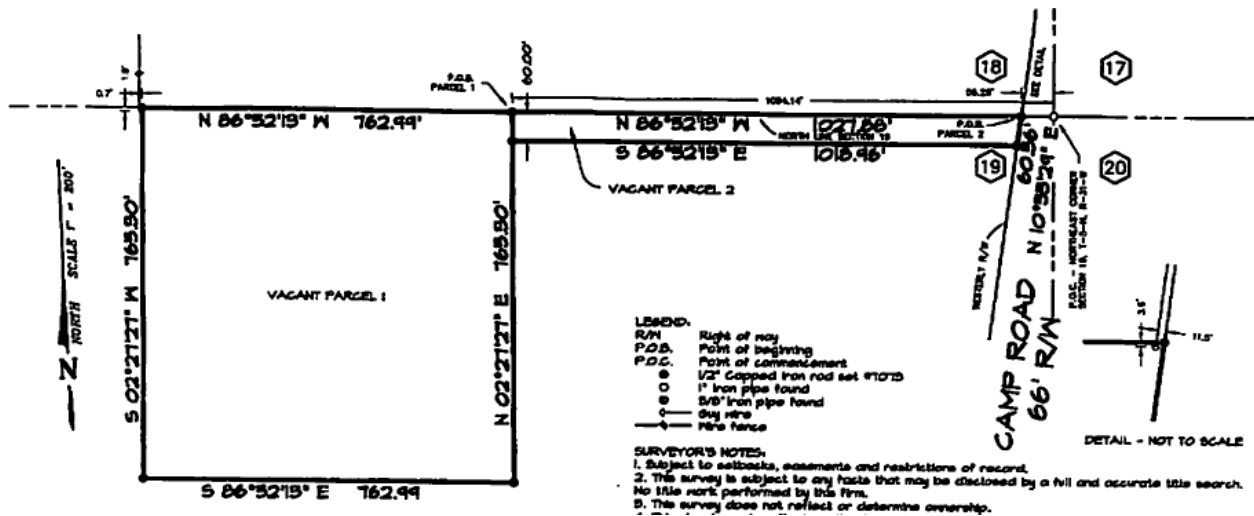


The parent parcel is blue; The acquisition is in red

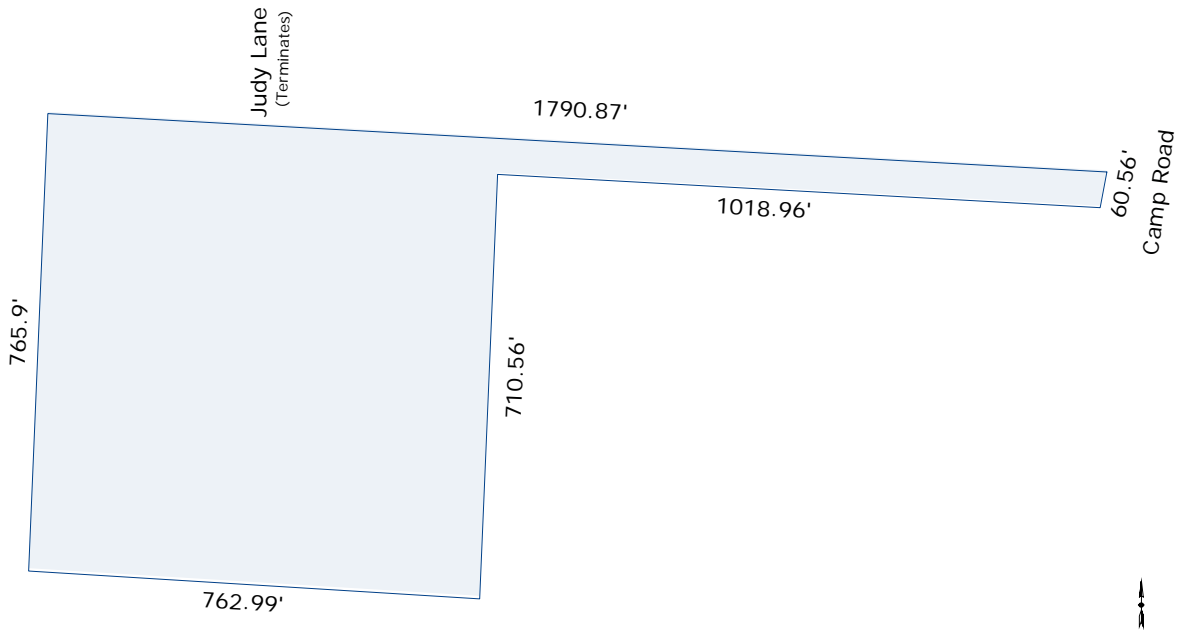
AERIAL MAP OF THE AREA TO BE ACQUIRED



SURVEY OF ACQUISITION

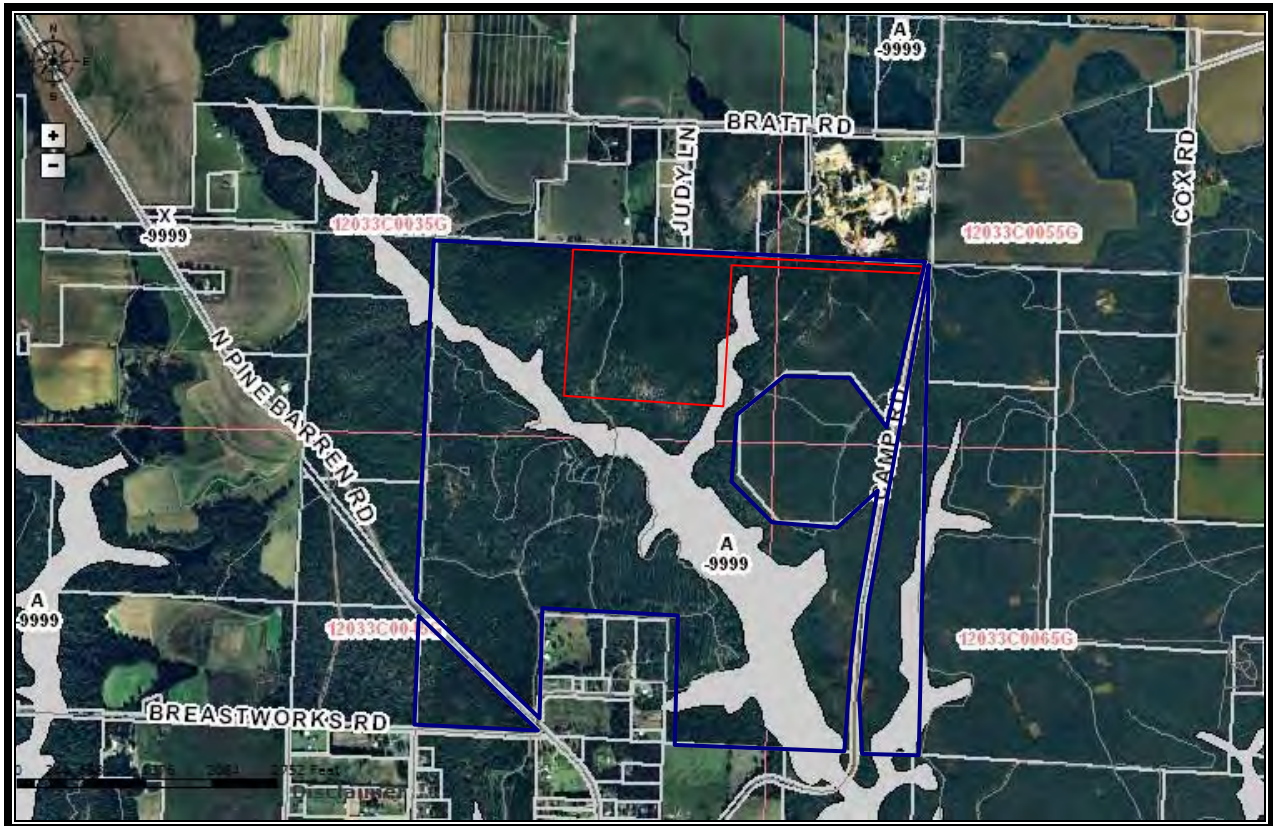


PROPERTY SKETCH OF ACQUISITION



TAKING SITE AREA – 14.81 Acres (+/-)

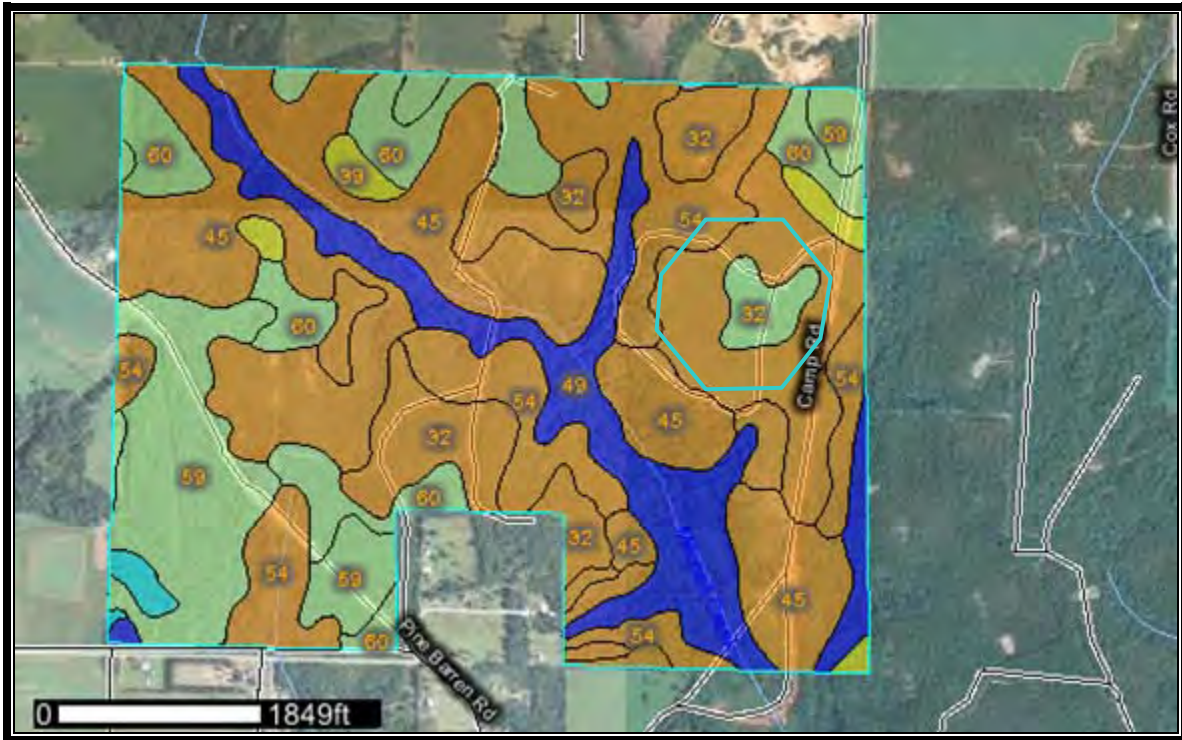
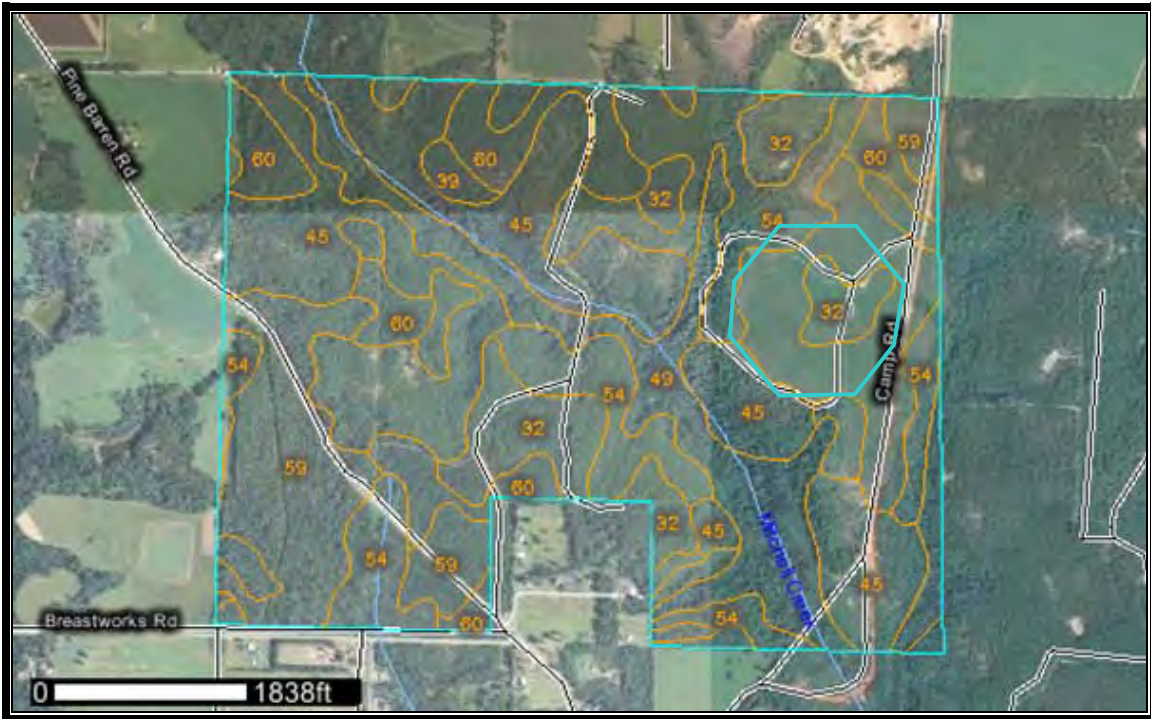
GIS MAP DEPICTING FLOOD ZONES AND INCLUDING THE SUBJECT PROPERTY



Flood Map Panel Nos. 12033C0035G, 0055G, 0065G and 0045G

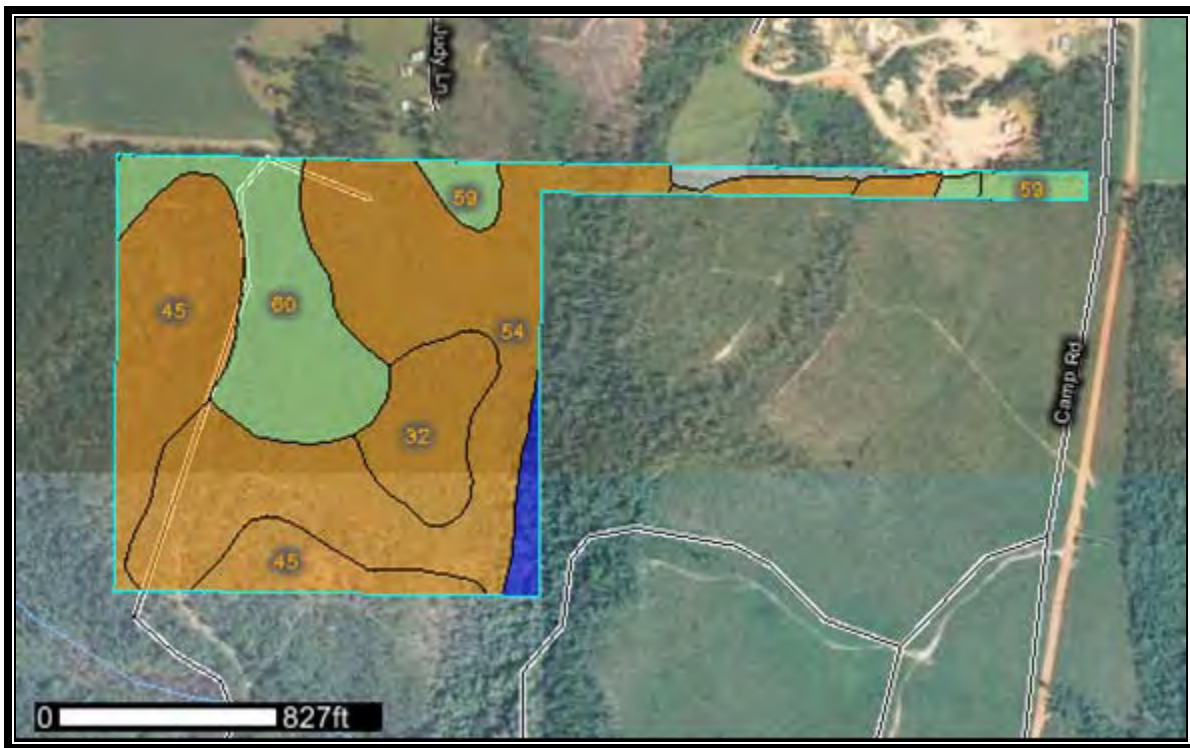
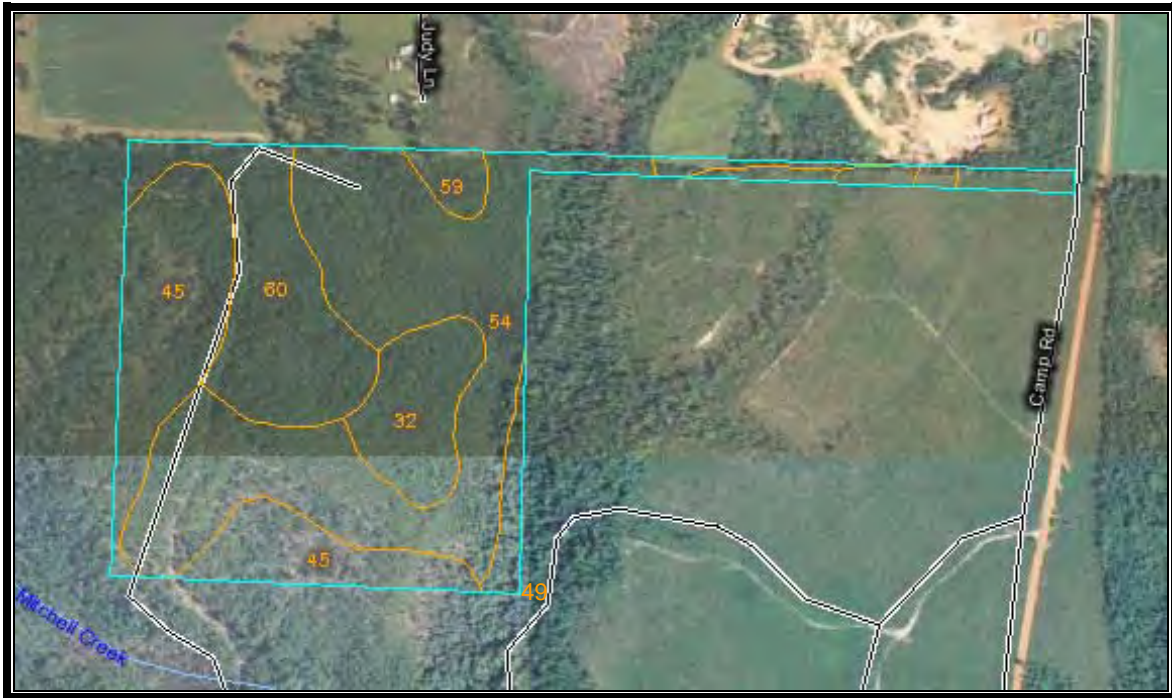
BASED UPON THE ABOVE MAPS, THE SUBJECT PROPERTY IS PREDOMINATELY SITUATED WITHIN FLOOD ZONE X, WHICH IS AN AREA OF MINIMAL FLOOD POTENTIAL. WE DO NOTE AN AREA OF IDENTIFIED AS FLOOD ZONE A, BISECTING THE SUBJECT DIAGONALLY FROM NORTHWEST TO SOUTHEAST, FOLLOWING MITCHELL CREEK.

SOIL MAP OF SUBJECT PROPERTY



The parent parcel is approximately 15% wet, per soil mapping

SOIL MAP OF TAKING FROM SUBJECT PROPERTY



The taking is approximately 2% wet, per soil mapping

SUMMARY OF SOILS AT THE SUBJECT PROPERTY				
Soil #	Soil Type	Slope (%)	Drainage	Soil Description
12	Croatan Muck	0-1	Very Poorly Drained	Very deep, very poorly drained soil in shallow depressions of coastal lowlands in southern part of the county. Slopes are long and smooth. Seasonal high water table is apparent from 1 foot above the surface to a depth of ½ foot from December to July. Permeability is moderately slow, flooding is none, but duration of ponding is very long. Severely limited for use as cropland, pasture, woodland, or for urban or recreational uses because of the wetness, the thick organic layers, and ponding.
27	Escambia Fine Sandy loam	0-2	Poorly Drained	This very deep, somewhat poorly drained soil is in flat or slightly depressional positions on uplands and on toe slopes. This map unit is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban uses. Wetness is a severe limitation affecting building sites, local roads and streets, and most kinds of sanitary facilities. Because of the seasonal high water table during winter and spring, a drainage system is needed for buildings. This map unit is suited to recreational uses. Wetness and restricted permeability are the main management concerns.
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most recreational uses.
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
33	Troup sand	5-8	Somewhat Excessively Drained	This very deep, somewhat excessively drained soil is on moderately sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid on the surface and subsurface layers and moderate in the subsoil; does not flood. Poorly suited for cultivated crops. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.
34	Troup Sand	8-12	Somewhat Excessive	This very deep, sandy, somewhat excessively drained soil is on strongly sloping side slopes of ridges in the central and northern parts of the county. and longleaf pine. The potential productivity is moderately high. Moderate limitations affect timber management. This map unit is suited to most urban uses. It has moderate limitations affecting building sites and local roads and streets and has slight to severe limitations affecting most kinds of sanitary facilities. The main management concerns are the slope and seepage.

39	Bonifay loamy sand	5-8	Well-drained	This very deep, well-drained soil is on moderately sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid in the surface and subsurface layers and moderately slow in the subsoil; no flooding. Poorly suited for cultivated crops. Suited for pasture use, growth of hay, slash, loblolly, and longleaf pines, recreational use, and most urban uses.
45	Troup and Perdido Soils	8-35	Severely Eroded	This map unit consists of the sandy, somewhat excessively drained Troup soil and the loamy, well-drained Perdido soil. It is on strongly sloping to steep hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. The potential productivity is high. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope. Other limitations include the moderately slow permeability of the Perdido soil and the sandy texture of the Troup soil.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.
57	Cowarts Troup Complex	12-18	Well Drained	This map unit consists of the very deep, well-drained Cowarts soil and the somewhat excessively drained Troup soil. It is on hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope.
59	Notcher fine sandy loam	0-2	Moderately well drained	Located on level summits in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines. Suited for urban and recreational uses.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
61	Notcher fine sandy loam	5-8	Moderately Well-drained	This very deep, moderately well drained soil is on side slopes of ridges in the central and northern parts of the county. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for most urban uses.

PHOTOGRAPHS OF SUBJECT PROPERTY



View north along Camp Road from SE corner of parent parcel – subject on left



View NW along Pine Barren Road – parent parcel on left & right – taken 4-12-2011

PHOTOGRAPHS OF SUBJECT PROPERTY



View of natural growth portion of subject from southern portion of Camp Road



View South along Camp Rd from Octagon outparcel – parent parcel on right – taken
4/12/2011

PHOTOGRAPHS OF SUBJECT PROPERTY



View facing north along Camp Rd – subject is planted pines in distance – foreground is Octagon outparcel



View of entrance gate into parent parcel from Camp Road – Taken 4-12-2011

PHOTOGRAPHS OF SUBJECT PROPERTY



View southern along Camp Rd from NE corner of parent parcel – part acquired enters camp road on the right – taken 4-12-2011

APPRAISAL PREPARED FOR

Judy Cantrell, Real Estate Acquisition Specialist

Escambia County Public Works Bureau

3363 W. Park Place

Pensacola, FL 32505

PROPERTY IDENTIFICATION

Vacant timberland tract along Camp Road and Pine Barren Road, in rural northern Escambia County, Florida.

LEGAL DESCRIPTION

We were provided a legal description for the part acquired only, which was found attached to a survey provided to us by the client. With regard to the legal for the larger parent parcel, a legal description is available in the last deed of record, but it is vague and we are aware that a substantial portion has been sold since this transaction was recorded. As such, we have relied on public records and available online mapping to define the parent parcel boundaries. Copies of the survey and the deed pages relevant to the subject are included in the addenda.

DATE OF VALUE OPINION

April 12, 2011, being the last date of inspection.

DATE OF REPORT

April 13, 2011, the date the report was completed and forwarded to the client.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the property in fee simple ownership, the value of the part acquired, damages and special benefits if any. The appraisal assumes the property to be free of liens and encumbrances.

FUNCTION AND INTENDED USER OF APPRAISAL

The intended use of this appraisal is to assist in establishing recommended compensation by Escambia County. The appraisal is to be used in conjunction with the acquisition of the real property rights. The intended user of the report is Escambia County Engineering.

SCOPE & EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. For this appraisal assignment, the subject property was identified by a legal description found attached to a survey provided by the client. Primary data concerning the region, neighborhood and the subject property was obtained through discussions with city and county government officials, i.e. the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, County GIS and aerial maps, flood maps

and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site, photographing of the site, and inspecting the surrounding neighborhood. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 2-year period before the effective date of the appraisal. The search for comparable sales data was limited to rural Escambia and Santa Rosa counties, with the most emphasis placed recent transactions and those in the general areas most proximate to the subject property. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

It is our opinion that the sales comparison approach is sufficient to produce a credible value opinion in light of the intended use of the appraisal. This report is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The cost and income approaches are not relevant because this is an appraisal of vacant land.

APPRAISAL PROBLEM

The appraisal problem is to estimate the value of the parent tract, the part acquired, the remainder, and severance damages, if any. This is an acquisition of 14.81 acres from the northern boundary of a 541.84-acre tract of agriculturally zoned land. The proposed acquisition encompasses 2.7% of the parent tract area. We are left with a slightly smaller land tract with similar depth, configuration, and utility as in the "before".

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

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

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.

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to the Escambia County Planning and Zoning Department, the property is subject to the VAG-1, Villages Agricultural zoning classification. The density of the VAG-1 zoning is 5 units per 100 acres. The purpose of the VAG-1 district is quoted from the ordinance as follows:

6.05.22. VAG villages agriculture districts.

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagriculture uses. Refer to Article 11 for uses, heights and densities allowed in VAG, villages agricultural areas located in the Airport/Airfield Environs.

Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside prime farmland and wetlands as an incentive to protect these resources from development pressures (see section 7.17.00 for calculation of density bonus points).

A. Intent and purpose.

- *Intent and purpose of VAG 1 district.* This district is characterized by land resources necessary or used to support large farming operations. The objective of this district is to keep large parcels of land from being broken into smaller tracts of multiple ownership making it difficult to assemble enough acreage for efficient agricultural operations.
- *Intent and purpose of VAG 2 district.* This district is characterized by the following types of agricultural lands:
 - Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
 - Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
 - Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

B. Permitted uses.

- Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
- Silviculture.
- Mariculture and aquaculture.
- Single-family residences.
- Campground and recreational vehicle parks.
- Public utility.
- Stables, private and public (minimum lot size two acres).

- Animal hospitals, clinics and kennels.
- Display and sale of fruit, vegetables and similar agricultural products.
- Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
- Places of worship.
- Educational facilities.
- Clubs and lodges.
- Guest residences.
- Public utility and service structures not included in subparts C. or D., below.
- Feed and farm equipment stores.
- Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.
- Commercial communication towers less than 150 feet or less in height.
- Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
- Home occupations.
- Family day care homes and family foster homes.
- 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. *Prohibited uses.* Landfills or hazardous waste storage facilities, (permanent), but not including solid waste transfer stations, collection points, and/or processing facilities.

D. *Conditional uses.*

- Hunting preserves, shooting ranges, gun and rifle clubs, etc.
- Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
- Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
- Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
- Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
- Hospitals, clinics, nursing homes and similar uses.
- Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
- Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

- Any deed or gift of any parcel of land given without valuable consideration to any member of the donor's immediate family shall be exempted from the minimum lot area requirements. The deeding option shall be limited to one time only for each immediate family member.
- Public utility uses, animal hospitals, churches and schools shall be exempted from the minimum lot area requirement.
- Animal clinics and kennels or other boarding facilities--two acre minimum.
- Lot coverage. At least 30 percent of each lot or parcel shall remain pervious (70 percent maximum impervious cover ratio).
- Lot width. The minimum lot width for all permitted uses shall be 100 feet at the street right-of-way.
- Front yard. There shall be a front yard having a depth of not less than 40 feet.

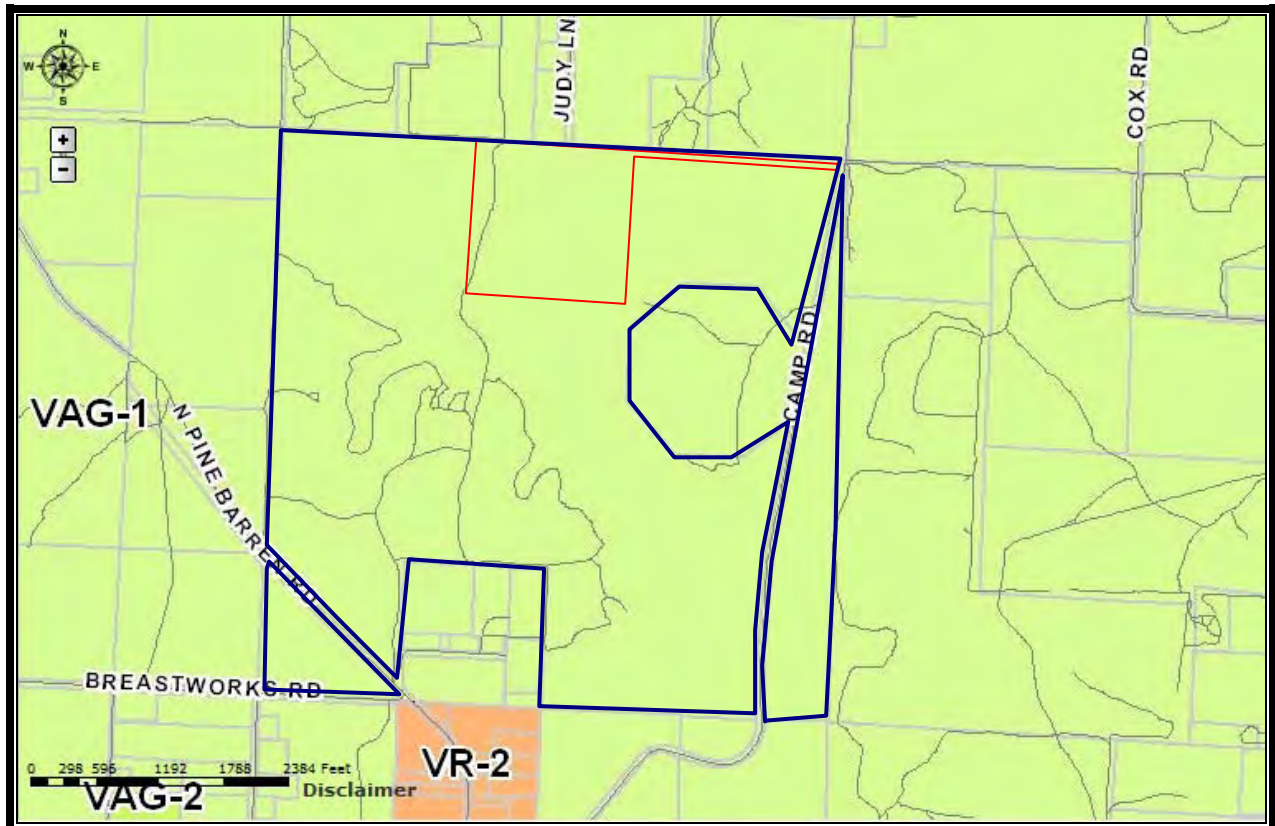
- Rear yard. There shall be a rear yard having a depth of not less than 40 feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 40 feet, whichever is greater.
- Side yard. The minimum side yard on each side shall be ten percent of the lot width measured at the front building line; however, side yards need not exceed 15 feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 40 feet, whichever is greater.

F. *Landscaping*. See section 7.01.00.

G. *Signs*. See Article 8.

On April 4, 2011, we spoke with Barbara at Escambia County Planning about the zoning for the subject parcel. Properties with the VAG-1 Zoning are generally large acreage tracts. Currently, the part to be acquired is a piece of a larger parcel of VAG-1 zoned land typical of surrounding acreage parcels in a rural location. However, the part acquired is being “cut out” of the larger parcel and contains a total site size of only 14.81 acres. With the current zoning allowing a density of 5 units per 100 acres, the property acquired would not be able to be developed as a stand-alone parcel. Additionally, the minimum lot size for a parcel zoned VAG-1 is 20 acres and the minimum frontage is 100’. Barbara also explained that since the parent parcel has been divided previously, another division would require an “un-plated subdivision review” to be studied by Escambia County Planning and Zoning. However, because the acquisition is for public purposes, we anticipate the public has considered this situation as it relates to the uses and purposes intended for the part to be acquired.

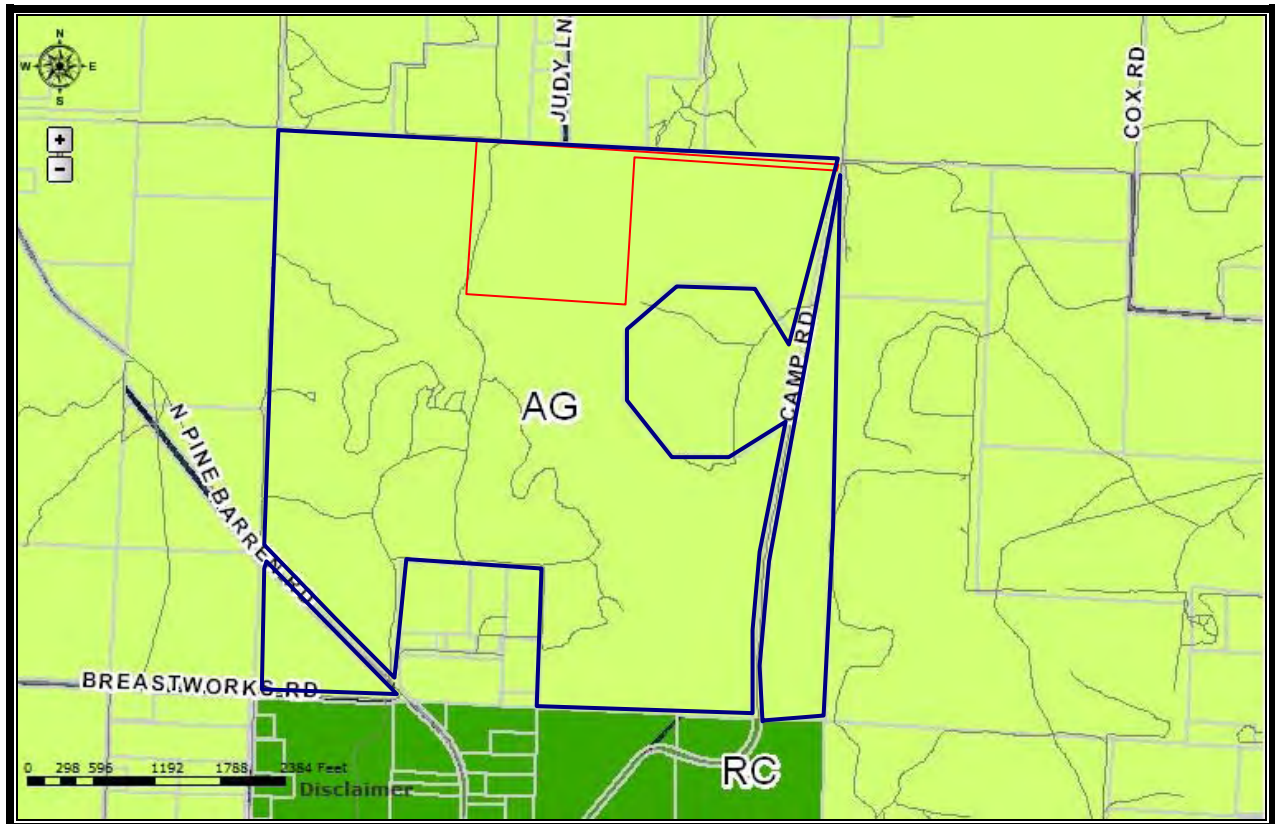
COUNTY ZONING MAP INCLUDING THE SUBJECT PROPERTY



The parent parcel is outlined in blue above; The taking is outlined in red.

Future Land Use - The subject parcel is located in the AG, Agriculture future land use designation. This designation is consistent with the VAG1 zoning classification. A copy of the County future land use map is presented below:

COUNTY FUTURE LAND USE MAP INCLUDING THE SUBJECT PROPERTY



The parent parcel is outlined in blue above; The taking is above in red.

Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

ASSESSMENT AND TAXES

The property is assessed by the Escambia County Property Appraiser's Office under Parcel ID No. 19-5N-31-1000-000-000. The subject is assessed to RMS Timberlands, LLC, 5605 Woodbine Road, Pace, Florida 32571. The year 2010 assessment for the subject is \$44,492, allocated entirely to the land. According to the Escambia County Tax Collectors Office, the year 2010 taxes for the property are \$718.88, which includes \$26.35 in fire taxes. We are not aware of any special exemptions related to the subject property. A copy of the assessment and tax cards may be found in the addenda.

HISTORY OF PROPERTY

According to the Escambia County Property Appraiser's assessment data, the subject property was acquired as a part of a much larger transaction on November 3, 2006. OR Book 6055, Page 752 records a transfer of thousands of acres of land from International Paper Company to RMS Timberlands LLC for \$54,042,600. This has no bearing on our current appraisal as the subject is significantly smaller at (+/-) 541.34 acres, the sale is dated, and we have not verified the sale to be arms length. A Quit Claim Deed was recorded on the same day, November 3, 2006 between the above mentioned parties. This is in OR Book 6055, at Page 785.

On February 13, 2009, RMS Timberlands sold 48.65 acres to Gulf Power Company. This is recorded in OR Book 6486, Page 113. The indicated sales price was \$243,800 or \$5,011/acre.

We are not aware of any current pending sales, listings, leases, or pertinent historical transactions within the past three years related to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

Neighborhood boundaries are the Escambia/Santa Rosa County Line to the east, the Alabama/Florida state line to the north and west, and the community of Molino to the south. Primary access to the neighborhood is via U.S. Highway 29, which runs in a north-south direction from Pensacola to the Alabama state line. Highway 4 is the primary east west County road that intersects Highway 29. The subject site is situated approximately 2-miles (+/-) south of Hwy 4, and 3-miles west of Hwy 29.

Century (population $\pm 1,700$) is a rural community located in the northeastern portion of Escambia County Florida. The southwest outskirts of this town is located approximately 3.5-miles (+/-) northeast of the subject site. Additional nearby towns include Flomaton, Alabama (population $\pm 1,600$) approximately 6-miles (+/-) northeast; Atmore, Alabama (population $\pm 7,700$) approximately 10 miles northwest, and Jay, Florida (population ± 600), which is approximately 12 miles east. The largest area of population influence is Pensacola (population 53,752), which is approximately 37-miles south (+/-) via U.S. Highway 29.

U.S. Highway 29 is a heavily traveled four-lane roadway that connects Century with Pensacola to the south and Flomaton, Alabama to the north. This roadway has a 300' right-of-way and varies from four to six lanes. Most of the U.S. 29 route is open rural land, but one also finds located along U.S. Highway 29 some sparse commercial development.

As previously mentioned, the subject is located off Camp Road and also at the south terminus of Judy Lane. This location is quite rural, and the immediate community surrounding the subject site is very sparsely populated, being rural in nature and dominated by agriculture. Just northeast of the subject, at the corner of Bratt Road and Camp Road, is the Escambia County Landfill. Within the immediate area along Camp Road, Bratt Road, Pine Barren Road and other surrounding routes, we see a variety of home structures typically located on relatively large sites. There is a mixture of a few newer homes, older farmhouses, and manufactured homes. Overall new development is slow to non-existent in the general surrounding community, and the age of homes in the area ranges from new to 70-years (+/-). Prices range from around \$25,000 for an older manufactured home on a small site up to \$300,000 and above for a newer, upscale home on a rural estate.

The Century area is poverty stricken and much of the population includes commuters that are employed in the nearby cities of Atmore, Alabama and Pensacola, Florida. The majority of commerce in the area is currently agricultural and forestry related. There is also row crop and livestock activity. With the International Paper Mill to the southeast in Cantonment, Florida, forestry is an economic factor in the area.

In summary, we see a rural community that is experiencing very slow growth as of late. Primary commerce is agricultural and timber related. Neighborhood growth has been very slow and in recent years we have seen a general decline in the market, and declining property values. We presently see decreasing list prices, and much fewer sales than experienced in the past. Although we believe that some demand for commercial and residential properties should continue, the future of the market in general remains uncertain.

DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is situated in a very rural and remote location southwest of Century, Florida. Century is a poverty stricken town with many deteriorating dwellings and an absence of significant economic impetus.

The subject parent tract has an irregular configuration, and contains 541.34 acres, more or less. It is irregular in shape, with a 40 acre (+/-) square "cut out" on the southern boundary, a 48.65 acre (+/-) octagon "cut out" on the eastern boundary, and Camp and Pine Barren Roads clipping the corners and sides. The subject property has a somewhat rolloing topography and appears to be mostly in planted pines, with the exception of the lower lands, which appear to be natural growth.

All utilities except sewer are available to the site. Water is present along Camp Road, provided by Bratt Davisville Water Systems. Overhead electrical and telephone are available on Camp Road, as well. The entire surrounding area is on septic tanks due to a lack of sewer service.

Ingress/Egress to subject is rated good as it has multiple roads giving significant access. Access to the subject is available through the southwest quadrant via Pine Barren Road, which crosses the subject, providing +/- 1,780' of frontage. North Pine Barren Road is a two-lane asphalt paved roadway. Camp Road provides an additional +/- 5,300' of road frontage along the eastern boundary. Camp Road is a two-lane road which is paved north and south of the subject but transitions to a clay road through the subject. Breastworks Road runs along the southwest boundary for +/- 1,365' until in terminates into North Pine Barren Road. Breastworks Road is a two-lane roadway.

Soils on site are predominately uplands, with small amounts of Dorovan Muck and Fluvaquents, Croatan Muck and Escambia Fine Sandy loam along Mitchell Creek, which flows diagonally from the northwest corner to the southeast corner across the subject property. Soil maps were presented in the exhibits section of the report,

wherein we estimate that the subject is approximately 15% wet. Additionally, observation of improvements in the vicinity of the subject on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area.

County GIS Maps depict the subject on flood map panel numbers 12033C0035G, 12033C0055G, 12033C0065G and 12033C 0045G dated September 29, 2006, indicates that the majority of the subject property is located within Flood Zone X, which is an area of minimal flood probability. We see a ribbon of Flood Zone A, bisecting the property from NW to SE, along Mitchell Creek, where flooding is likely. A copy of the flood map was previously presented within the exhibits section of this report.

In summary, the subject site is suited for agricultural uses, being in a very rural location, distant from dense development. We are not aware of any easements or encroachments that adversely impact the subject property.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses: The subject site is within the VAG-1, Villages Agricultural zoning classification implemented by Escambia County. According to the Escambia County Land Development Code, the VAG-1 district permits single-family residential structures and mobile homes to a maximum density of five dwellings per 100 acres. Applied to the subject site, this renders 27 allowable dwelling units upon this site. Other permissible uses include agricultural uses, campgrounds, stables, animal hospitals, places of worship, among others.

Physically Possible Uses: The parent parcel has a site area of 541.84 acres, which is ample size to accommodate any of the above mentioned uses of the property. The property has a somewhat rolling topography. The soils are comprised of mostly upland strains, with the exception of about 15% of the property which is Dorovan muck

and Fluvaquents, which is very poorly drained and indicative of drainage-ways moving through the property. This property benefits from extensive public road frontage, but is very remotely located.

Financially Feasible Uses: As previously mentioned within the neighborhood section of this report, we see this is a very rural land area. There is little demand for residential development and most of the property in the area is used agriculturally or for timberland. Nearby towns are not exhibiting growth or expansion. It would not be logical to expect a residential subdivision, commercial, or multi-family usage in this extremely rural location. Population density is too sparse in this area to support intense demand.

Maximally Productive Use: Given the intense rural nature of this location, the most productive use of the subject site is for timberland, agricultural purposes, or hunting and recreational use. The property is presently being used for timber growth, as are many parcels in this remote location. As a result, we believe that timber production is the highest and best use for the parent parcel.

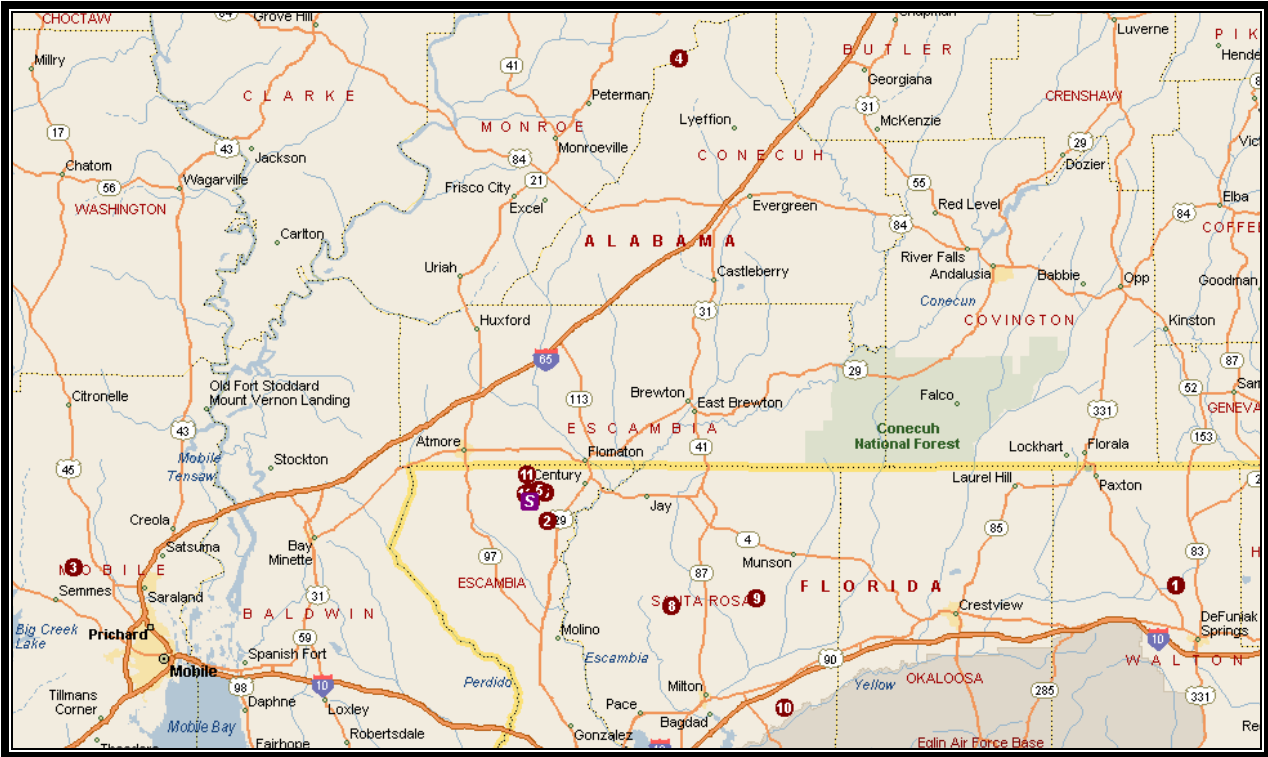
VALUATION OF PARENT TRACT - APPROACHES TO VALUE

For this summary appraisal analysis, we are employing only the Sales Comparison Approach to value in order to obtain an opinion of the market value of the subject land. The Cost Approach and the Income Approach are excluded, as this is an appraisal analysis of the subject land only. Thus, these two approaches are not applicable to this analysis.

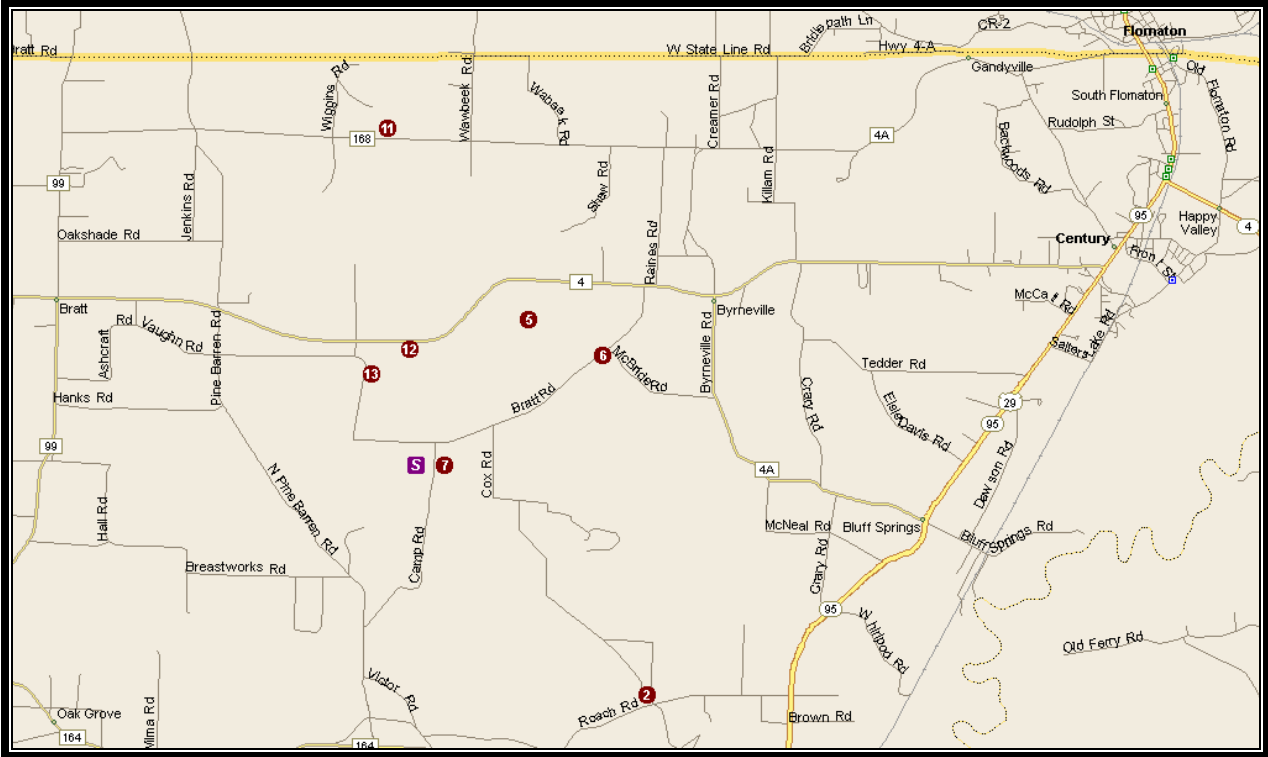
VALUATION OF PARENT TRACT - LAND VALUE ANALYSIS

The Sales Comparison Approach is employed for valuation of the subject vacant land. We have located several sales, which provide for a good comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sales data sheets on the following pages. On a subsequent page is a Land Sales Comparison Chart, which summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sales data sheets for the selected comparable sales.

LOCATION MAPS FOR SUBJECT AND COMPARABLE LAND SALES



Outlying sales



More proximate sales

Land Sale No. 1

Property Identification

Record ID 3735
Property Type Vacant-Agricultural, Vacant Acreage
Property Name Vacant Agricultural Land
Address DeFuniak Springs, Walton County, Florida
Location SS Walton County Highway 192, E of Hwy 331
Tax ID 32-4N-19-20000-002-0010, and 4 others
Date Inspected June 5, 2009 by Bruce Black
Present Use Vacant Agricultural Land

Sale Data

Grantor Joe C. Crowder
Grantee Wayne Brodie and Nikki Bodie
Sale Date February 20, 2009
Deed Book/Page 2811 1610
Property Rights Fess Simple
Marketing Time 13 Days
Conditions of Sale Arm's Length Per Listing Agent
Financing Cash To Seller
Sale History None in last 5 years
Instrument General Warranty Deed
Verification Elizabeth Brannon (Selling Agent); 850-951-2488, March 20, 2009; Bruce Naylor to Bruce Black, 850-951-2488, June 04, 2009; Other sources: MLS 509948, Public Records, Confirmed by Bruce A. Black

Sale Data

Sale Price \$950,000 Doc Stamps \$6,650

Land Data

Zoning GA, General Agricultural
Topography Level to sloping, Est. 22% Wet
Utilities No Sewer
Dimensions Metes and Bounds
Shape Irregular
Flood Info Est. 20% Zone A, Bulk is Zone X
Highest & Best Use Sparse Residential or Agricultural
Encumbrances None Noted

Land Size Information

Gross Land Size 396.140 Acres or 17,255,858 SF
Front Footage 2640 ft Total Frontage: 2640 ft SS of Highway 192 (Approx.)

Indicators

Sale Price/Gross Acre \$2,398

Land Sale No. 1 (Cont'd)

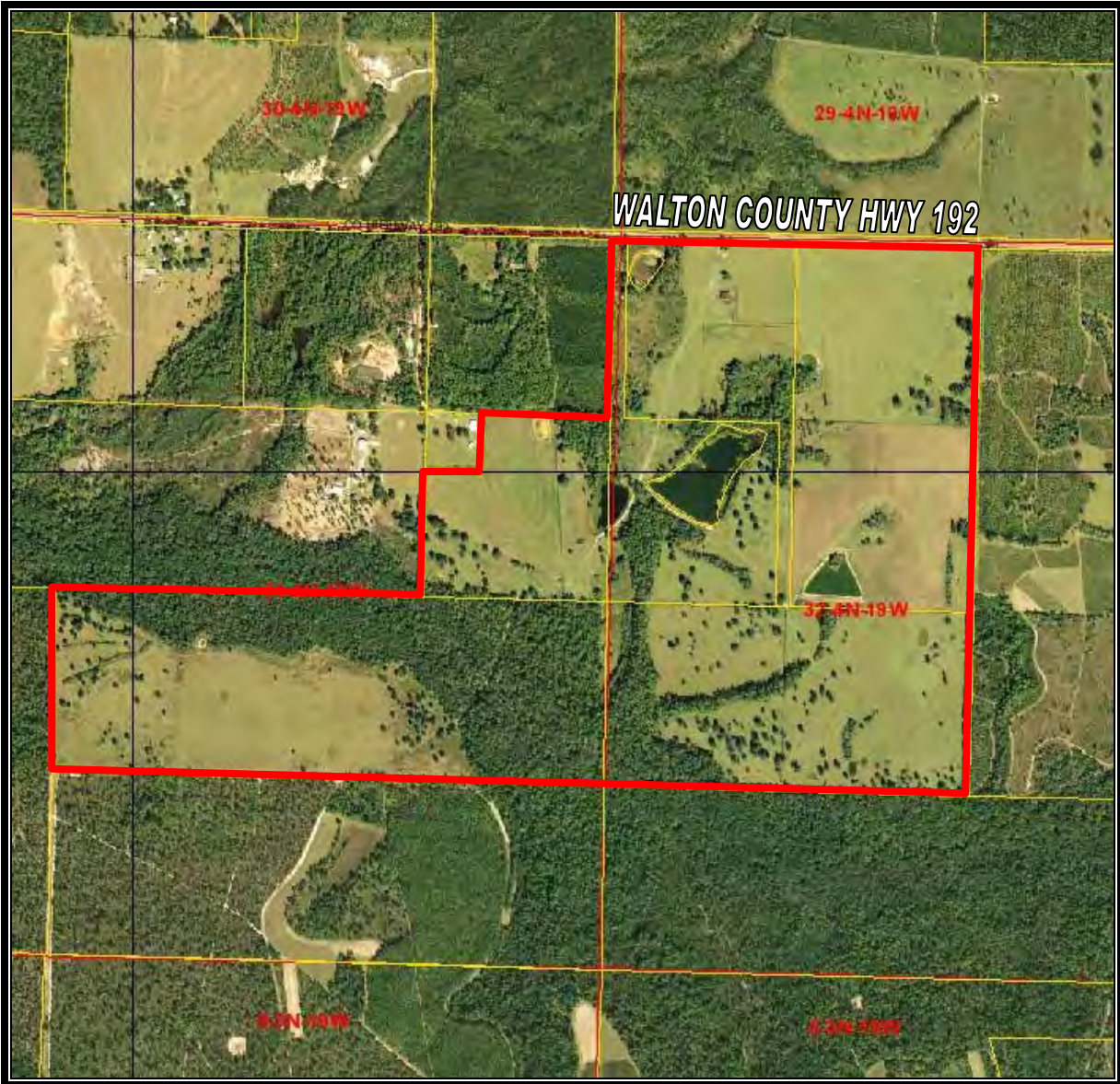
Remarks

This is a recent sale of approximately 396.14-acres (+/-) of vacant land located along the south side of County Highway 192, in Walton County Florida. The property is identified by the Walton County Appraisers Office by the following 5 parcel numbers; 32-4N-19-20000-004-0000, 32-4N-19-20000-002-0000, 32-4N-19-20000-002-0010, 31-4N-19-20000-006-0000, and 31-4N-19-20000-003-0000. According to the applicable soil maps approximately 20% (+/-) , or about 79-Acres (+/-) of the parcel is comprised of Kinston-Johnston-Bibb complex soils, low/wet and are frequently flooded. These soils are found proximate to Gum Creek which traverses across the south-central portion of the property. Also, per the listing agent and aerial mapping, the property has two large ponds, which we estimate to contain a total of about 8-acres (+/-). Summing the areas of low soils and lakes together renders approximately 87-Acres (+/-) of the site being considered low and wet, or about 22% of the property. The listing agent also reported that water is available throughout the property in several small ponds. He also stated that the seller had spent \$150,000 prior to the sale constructing a nice bridge over Gum Creek that was permitted and built to state specifications. This bridge permits access to the west end of the site over/across the low wet areas. The listing agent also stated that the seller was sophisticated with knowledge of the market, and the transaction was an arm's length sale. However, the selling agent Elizabeth Brannon stated that the seller had a contract on another investment property and could not close until this property sold. Due to the short length of time on the market (13 days), we believe that he may have priced this property more competitively. The listing agent stated that several locals expressed interest in this site, which is a desirable agricultural property. Also, the site area calculation at 396.14-acres (+/-) was based upon our best interpretation of the legal description. The MLS card cites the property area at 393-acres. Also, we see a pole barn on site. No significant timber is pertinent.

PHOTOGRAPH OF LAND SALE 1



AERIAL MAP INCLUDING LAND SALE 1



SOIL MAP AND AERIAL OF LAND SALE 1



Number	Soil	Slope %	Drainage	Soil Material and Characteristics
2	Bonifay Loamy Sand	0-5	Well Drained	This soil is well drained and nearly level to gently sloping. It is on broad narrow bottom lands. This soil has low available water capacity. Poorly suited for crops and moderately suited for pasture. Moderately suited for hardwoods. Slight limitations for improvements, roads and streets and recreational uses.
10	Dothan loamy sand	2-5	Well Drained	Soil located on sloping uplands. Water capacity is low and permeability is rapid. Moderate limitations for cultivated crops due to erosion and well suited for pasture and hay. Potential for pine production is high. This soil has slight limitations for building sites and local roads and streets. Steepness of slope is a slight limitation for recreational uses. This soil has severe limitations for septic tank absorption fields because of moderate to slow permeability in the subsoil. Alternative systems or fill can reduce this soil limitation.
11	Dothan loamy	5-8	Well Drained	Soil located on sloping uplands. Water capacity is low and permeability is rapid. Severe limitations for cultivated crops due to erosion. Moderately well suited for pasture and hay. Potential for pine production is high. This soil has slight limitations for building sites and local roads and streets. Steepness of slope is a moderate limitation of small commercial buildings. This soil has severe limitations for septic tank absorption fields because of moderate to slow permeability in the subsoil. Alternative systems or fill can reduce this soil limitation.
13	Fuquay Loamy Sand	0-5	Well Drained	This soil is well drained and nearly level to gently sloping. It is on uplands. This soil has low available water capacity. Moderate limitations for crops but is well suited for pasture. Pine tree production suitability is moderate to high. Moderate limitations for septic tank absorption for buildings, roads, street and recreational uses.

Number	Soil	Slope %	Drainage	Soil Material and Characteristics
14	Fuguay Loamy Sand	5-8	Well Drained	This soil is well drained and sloping. It is on side slopes on uplands. This fuguay soil has a perched high water table at a depth of 50 to 70 inches. This soil has slight limitations for building sites and local roads and streets. Steepness of slope is a moderate limitation of small commercial buildings. This soil has moderate limitations for septic tank absorption fields because of moderate to slow permeability in the subsoil. Alternative systems or fill can reduce this soil limitation.
15	Kinston-Johnson-Bibb	0-2	Poorly/very poorly	Nearly level in creek/stream bottoms with at or above surface water table. Permeability is rapid. Well suited for pine production. Not suited for urban or recreational use.
17	Lakeland Sand	0-5	Excessive	This soil is excessively drained and nearly level to gently sloping. It is on broad ridgetops on uplands. This Lakeland soil has low available water capacity. Permeability is rapid. This soil has slight limitations for use as building sites, local roads and streets, and septic tank absorption fields.
18	Lakeland Sand	5-12	Excessive	This soil is excessively drained and sloping to strongly sloping. It is mainly on upland side slopes leading to drainage ways and around depressions. This Lakeland soil has a low water capacity. Permeability is rapid. This soil has moderate limitations for building sites and local roads and streets because of slope. This soil has moderate limitations to septic tank absorption fields.
20	Leefield-Stilson Loamy Sand	0-5	Somewhat poorly to moderately well drained	These nearly level or gently sloping with perched water table and rapid permeability. Suitable for crops that tolerate wetness. Well suited for pasture, hay, grass and pine production. Moderate limitations roads and poorly suitable for septic absorption. Moderate limitations for recreational use.
31	Troup Sand	0-5	Somewhat excessively	This soil is well drained and nearly level to gently sloping. It is on uplands. This soil has low available water capacity. Severe limitations for crops but is moderately well suited for pasture. Pine tree production suitability is moderate to high. Slight limitations for septic tank absorption for buildings, roads, street and severe imitations for suitability for recreational uses.
99	Water			

Land Sale No. 2

Property Identification

Record ID 3891
Property Type Vacant Acreage
Property Name Vacant Acreage
Address 1200 Block of Cox Road, Century, Escambia County, Florida
Location SS and WS of Holland Rd., N of Roach Rd.
Tax ID 28-5N-31-3102-000-000
Date Inspected June 5, 2009
Present Use Vacant Acreage

Sale Data

Grantor Rebecca Faye Estes, etal.
Grantee Gulf Power Company
Sale Date April 28, 2009
Deed Book/Page 6454 88
Property Rights Fee Simple
Marketing Time Unknown
Conditions of Sale Arm's Length Per Grantee Representative
Financing Cash to Seller
Sale History None Other Within the Previous 3 Years
Verification Don Schofield, Grantee Rep.; 850-444-6555, June 08, 2009;
Other sources: Public Records, Inspection, Confirmed by Bruce
A. Black

Sale Price \$1,000,000

Land Data

Zoning VAG-1
Topography Vacant, Wooded, Dense Scrub
Utilities No Sewer
Dimensions Metes and Bounds
Shape Mostly Rectangular
Flood Info Bulk Zone X, Some A at W End
Future Land Use AG
Highest & Best Use Agricultural or Sparse Residential
Encumbrances None Noted

Land Size Information

Gross Land Size 308.630 Acres or 13,443,923 SF
Front Footage 4850 ft Total Frontage: 4850 ft SS and WS Holland Rd. (scaled)

Indicators

Sale Price/Gross Acre \$3,240
Sale Price/Gross SF \$0.07
Sale Price/Front Foot \$206

Land Sale No. 2 (Cont'd)

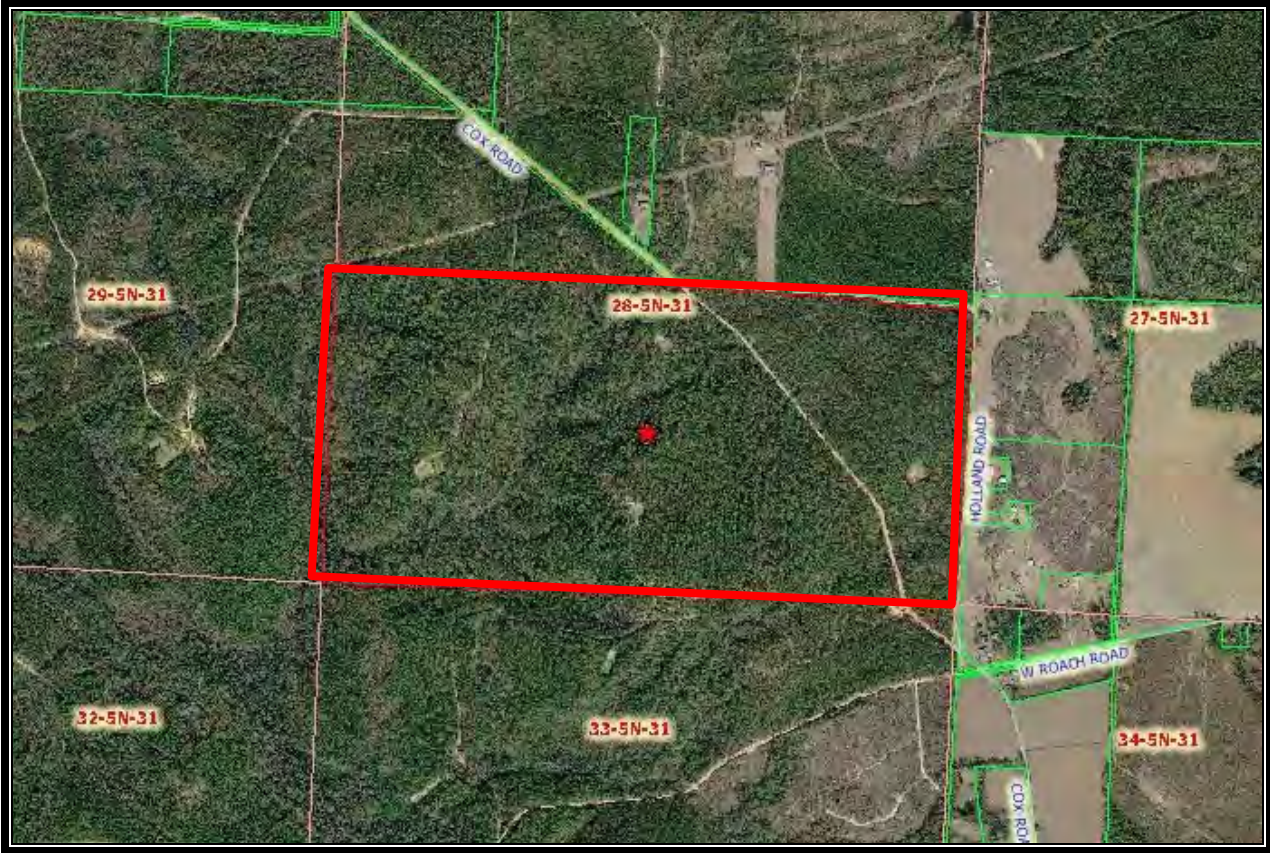
Remarks

This is a recent sale of vacant acreage located along the south and west sides of Holland Road, just north of its intersection with Roach Road near Century, FL. According to aerial mapping, the site is bisected by Cox Road. However, Cox Rd. through the site is gated and locked on both sides of the tract. Holland Road is asphalt-paved, and appears to be the main access route to the property. Cox Road through the site is dirt-paved. The site is mostly within flood zone X, an area of minimal flood probability. A small area at the west end of the property is within flood zone A, an area of special flood hazard. This lower area appears to be situated along a creek. County GIS mapping depicts several creeks running through the site, at the central and west ends of the property. Soil mapping shows approximately 5% of the tract is low and wet. These low, wet areas are comprised of Dorovan muck and fluvaquents (<2% slopes), which are very poorly drained soils that are frequently flooded. The remaining bulk of the site is comprised of Cowarts Troup complex (12-18% slopes), Troup-Poarch complex (5-8% and 8-12% slopes), Notcher fine sandy loam (2-5% slopes) and Troup sand (0-5% slopes), which are moderately well drained to somewhat excessively drained soils. According to the grantee's representative, the site had been owned by Estes Timber, who had cut much of the property over and then replanted some areas with seedlings in Feb 2009. Much of the site is left cut over. To our knowledge, this site was purchased for assemblage purposes for future power plant construction. Also, the site area estimation was obtained from assessment records, as several road right-of-way deductions that appear to be for Holland Road and Cox Road mentioned in the legal description were difficult to interpret. Therefore, we relied upon assessment data.

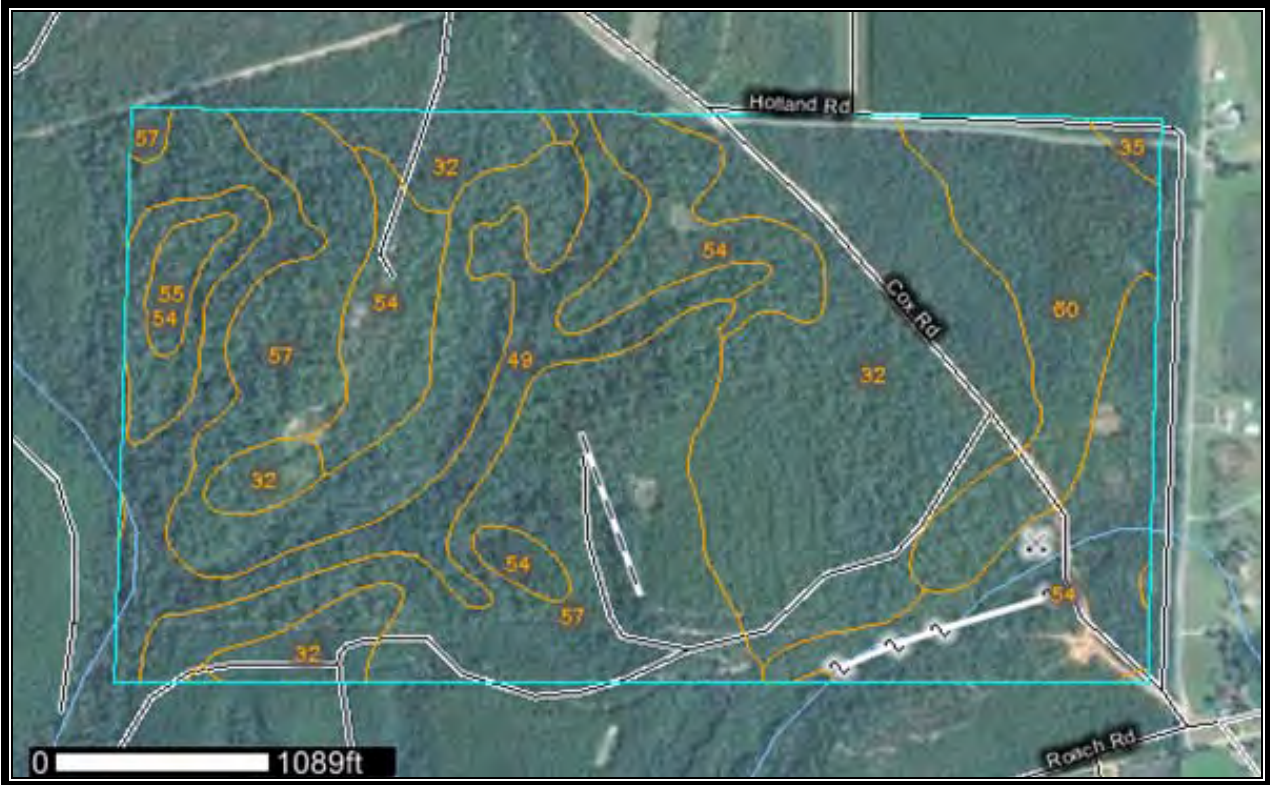
PHOTOGRAPH OF LAND SALE 2



AERIAL MAP INCLUDING LAND SALE 2



SOIL MAP INCLUDING LAND SALE 2



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
35	Lucy Loamy Sand	0-2	Well Drained	This very deep, well drained soil is on nearly level summits of ridges in the central and northern parts of the county. This map unit is suited to cultivated crops. This map unit is suited to slash pine, loblolly pine, and longleaf pine. The potential productivity is moderately high. This map unit is well suited to most urban uses. It has slight limitations affecting building sites and local roads and streets and has slight to severe limitations affecting most kinds of sanitary facilities.
45	Troup and Perdido Soils	8-35	Severely Eroded	This map unit consists of the sandy, somewhat excessively drained Troup soil and the loamy, well-drained Perdido soil. It is on strongly sloping to steep hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. The potential productivity is high. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope. Other limitations include the moderately slow permeability of the Perdido soil and the sandy texture of the Troup soil.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.
55	Troup-Poarch Complex	2-5	Somewhat Excessive	Consists of sandy, somewhat excessively drained Troup soil and the loamy, well drained Poarch soil. Found on gently sloping summits and side slopes of ridges. Depth to seasonal high water table is 2.5 to more than 6 feet. Permeability is rapid to moderately slow, and flooding is none. Suited to most urban uses, but has moderate to severe limitations for building sites due to slope and possible moderate-slow permeability.
57	Cowarts Troup Complex	12-18	Well Drained	This map unit consists of the very deep, well-drained Cowarts soil and the somewhat excessively drained Troup soil. It is on hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
67	Notcher-Maubila Complex	2-5	Well Drained	This map unit consists of the loamy, moderately well drained Notcher soil and the clayey, moderately well drained Maubila soil. This map unit is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has moderate and severe limitations affecting building sites and local roads and streets and has severe limitations affecting most kinds of sanitary facilities.

Land Sale No. 3

Property Identification

Record ID 3990
Property Type Vacant Acreage, Vacant Residential Acreage
Property Name Vacant Land, Acreage
Address Eight Mile, Mobile County, Alabama 36613
Location S/O Spice Pond Rd, W/O Spicepond Dr., Eight Mile, Mobile Co, AL
Tax ID R021707360000001; Key 00098218
Date Inspected 08/14/2009
Present Use Vacant Land

Sale Data

Grantor MORGAN, MILLARD CLYDE JR
Grantee Good Earth Systems, LLC
Sale Date February 18, 2010
Deed Book/Page 6631, 1038
Property Rights Fee Simple
Marketing Time 1013 days
Conditions of Sale None
Financing All available
Sale History None in past 10 years
Verification John Fynn; 251-680-7622, August 13, 2009; Other sources: MLS#195559, Revenue Commission, Confirmed by David Singleton

Sale Price \$1,200,000

Land Data

Zoning No Zoning
Utilities all to area, only electricity to site
Dimensions approx. 4,620' X 5,290
Shape Irregular
Landscaping Natural
Parking None
Rail Service None
Fencing None
Encumbrances None noted
Depth 5290

Land Size Information

Gross Land Size 591.000 Acres or 25,743,960 SF
Front Footage 4620 ft Total Frontage: 4620 ft Spice Pond Road

Indicators

Sale Price/Gross Acre \$2,030
Sale Price/Gross SF \$0.05
Sale Price/Front Foot \$260

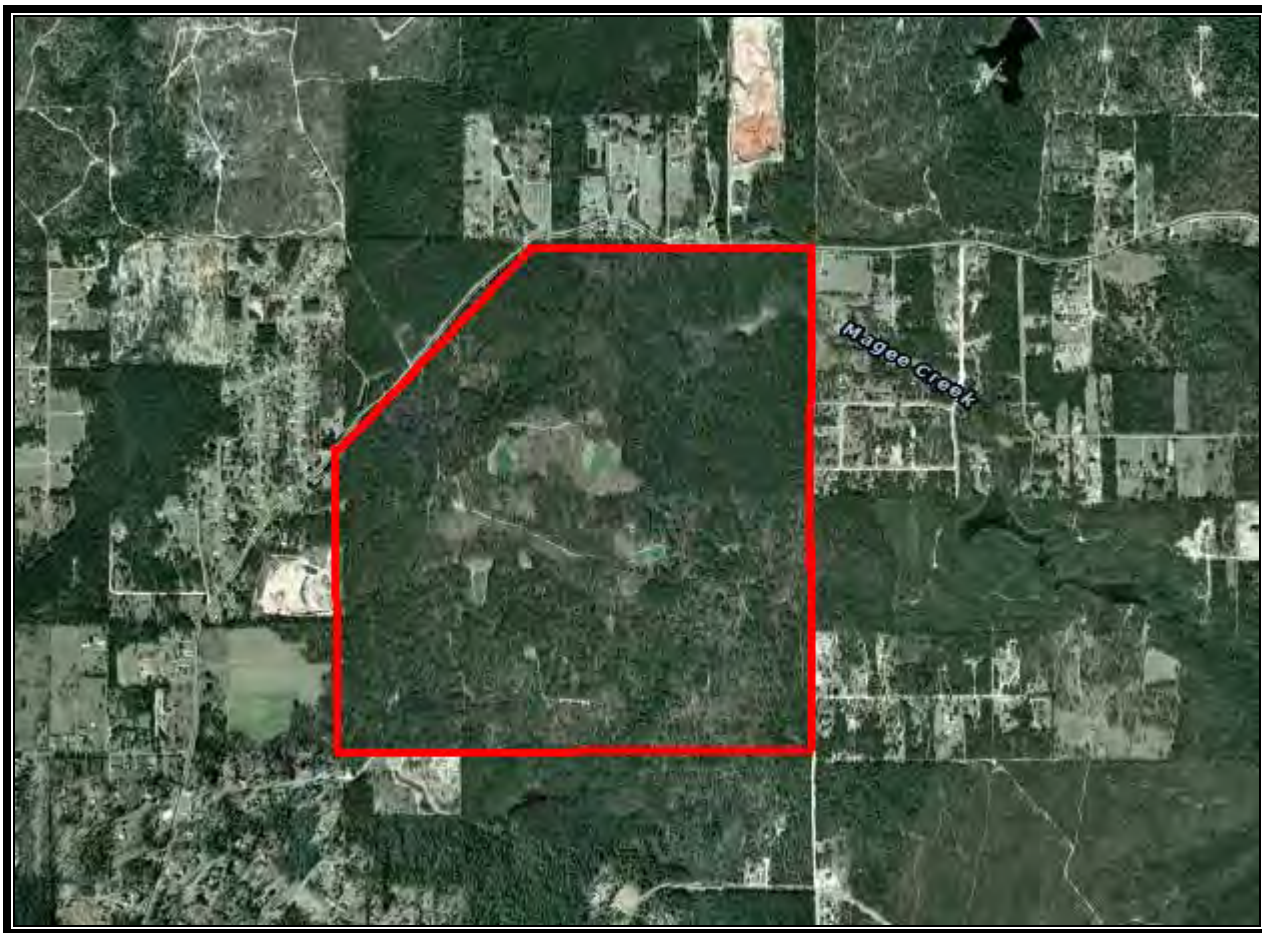
Land Sale No. 3 (Cont.)

Remarks

This site has adequate road frontage and depth for a number of residential and commercial uses. There are a few springs on the site, and per the listing agent, these springs have the capacity to form small to medium sized lakes. However, there are currently no lakes on the property and soils are +/- 95 % upland soils. There is no mature woodland on the property of any significant value. This property is under no know zoning or restrictions.

Listing History: 06/19/2007 for \$5,200,000; 10/08/2008 for \$4,137,000; 03/09/2009 for \$3,546,000; 04/14/2009 for \$3,132,000; 07/01/2009 for \$2,500,000; 01/21/2010 for \$1,200,000.

AERIAL PHOTOGRAPH OF LAND SALE 3



SOIL MAP FOR LAND SALE 3



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
5	Bama Sandy Loam	2-5	Well Drained	The Bama series consists of very deep, well-drained, moderately permeable soils on high stream or marine terraces. They formed in thick beds of loamy sediments. there is minimal probability of flooding. This soil is well suited to cultivated crops, pasture, hay, the production of timber, and most urban and recreational uses.
10	Benndale Sandy Loam	2-5	Well Drained	The Benndale series consists of deep, well-drained, moderately permeable soils. They formed in thick beds of sandy loam marine sediments or alluvium. These soils are on nearly level to strongly sloping uplands and terraces of the Southern Coastal Plain and Eastern Gulf Coast Flatwoods Major Land Resource Areas. Suited to cultivated crops, pasture, hay, woodland, urban uses, or recreational uses
19	Grady Loam	0-2	Poorly Drained	Located in saucer-shaped depressions on uplands. Permeability is slow; water capacity is moderate. Water is near or above surface levels most of the year; ponding is prevalent. Potential for crops and pasture is poor; urban use potential is poor. Potential for timber and woodlands is good.
23	Heidel Sandy Loam	2-5	Well Drained	Well-drained, moderately permeable soils. They formed in loamy marine or stream sediments. These are nearly level to sloping soils on uplands. Suited to cultivated crops, pasture, hay, woodland, urban uses, or recreational uses.
24	Heidel Sandy Loam	5-8	Well Drained	Well-drained, moderately permeable soils. They formed in loamy marine or stream sediments. These are nearly level to sloping soils on uplands. Suited to cultivated crops, pasture, hay, woodland, urban uses, or recreational uses.

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
50	Troup Loamy Sand	0-5	Well Drained	The Troup series consists of deep, somewhat excessively drained, moderately permeable soils with thick sandy surface and subsurface layers and loamy subsoils. They formed in unconsolidated sandy and loamy marine sediments on Coastal Plain uplands. Slopes range from 0 to 40 percent. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.
55	Troup-Benndale association, rolling	5-17	Somewhat excessively drained	The Troup series consists of deep, somewhat excessively drained, moderately permeable soils with thick sandy surface and subsurface layers and loamy subsoils. They formed in unconsolidated sandy and loamy marine sediments on Coastal Plain uplands. Slopes range from 0 to 40 percent. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.
51	Troup Loamy Sand	5-8	Well Drained	The Troup series consists of deep, somewhat excessively drained, moderately permeable soils with thick sandy surface and subsurface layers and loamy subsoils. They formed in unconsolidated sandy and loamy marine sediments on Coastal Plain uplands. Slopes range from 0 to 40 percent. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.
52	Troup-Heidel Complex	8-12	Well Drained	Deep, somewhat excessively drained, moderately permeable soils with thick sandy surface and subsurface layers and loamy subsoils. They formed in unconsolidated sandy and loamy marine sediments on Coastal Plain uplands.

Land Sale No. 4

Property Identification

Record ID 4164
Property Type Agricultural Acreage, Timberland
Property Name Vacant Agricultural
Address County Road 5, Tunnel Springs, Monroe County, Alabama
Location North of CR 5, just east of CR9
Tax ID 51 13 04 19 0 000 001.000, etal
Present Use Vacant Agricultural

Sale Data

Grantor PILCHER, JOHN E ETAL
Grantee Studstill
Sale Date January 01, 2009
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash to Seller
Sale History None in previous three years
Verification Wayne Munson, Monroe Co. Property Appraiser; (251) 743-4107 , November 04, 2009; Pete Coats, Selling Agent, (251) 575-5954, Other sources: Public Records, Confirmed by David Singleton

Sale Price \$1,102,000

Land Data

Zoning No Zoning
Topography Level to gentle slope, 20% wet
Utilities No public water or sewer
Shape Irregular
Highest & Best Use Agricultural, Recreational
Encumbrances None noted

Land Size Information

Gross Land Size 551.000 Acres or 24,001,560 SF
Front Footage 5280 ft County Road 5;1246 ft County Road 9

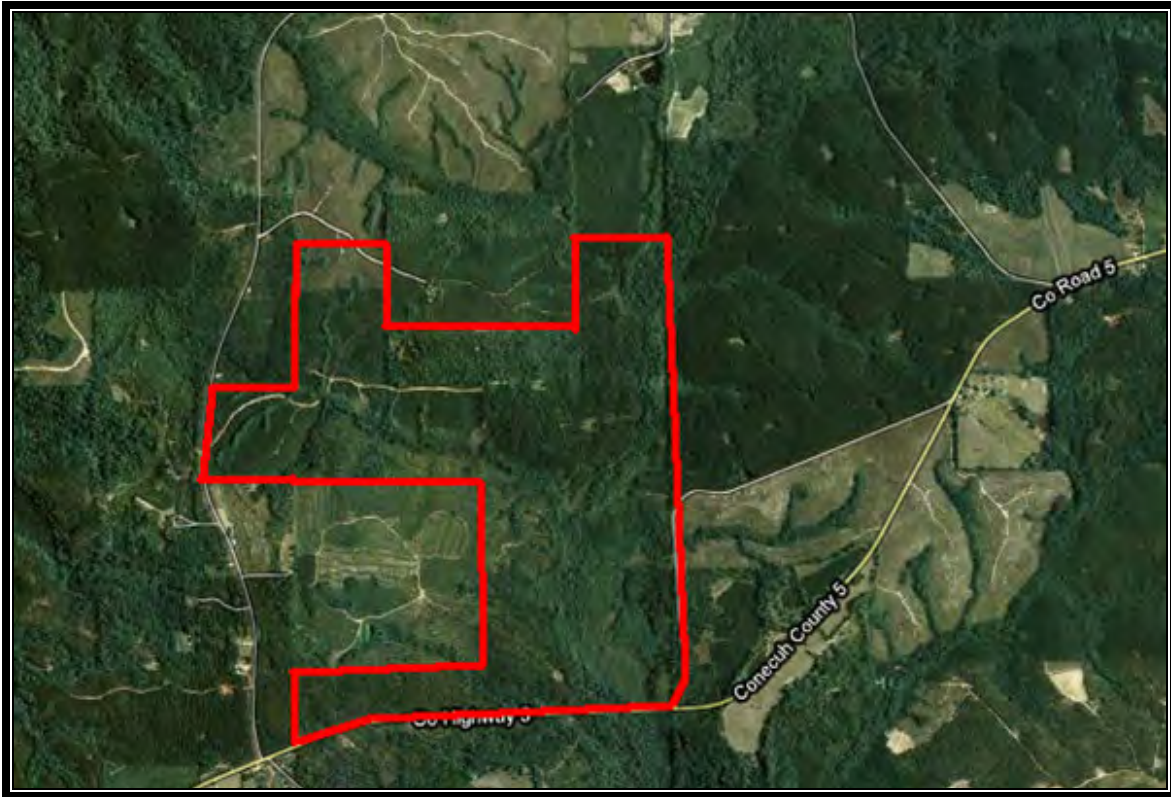
Indicators

Sale Price/Gross Acre \$2,000
Sale Price/Gross SF \$0.05

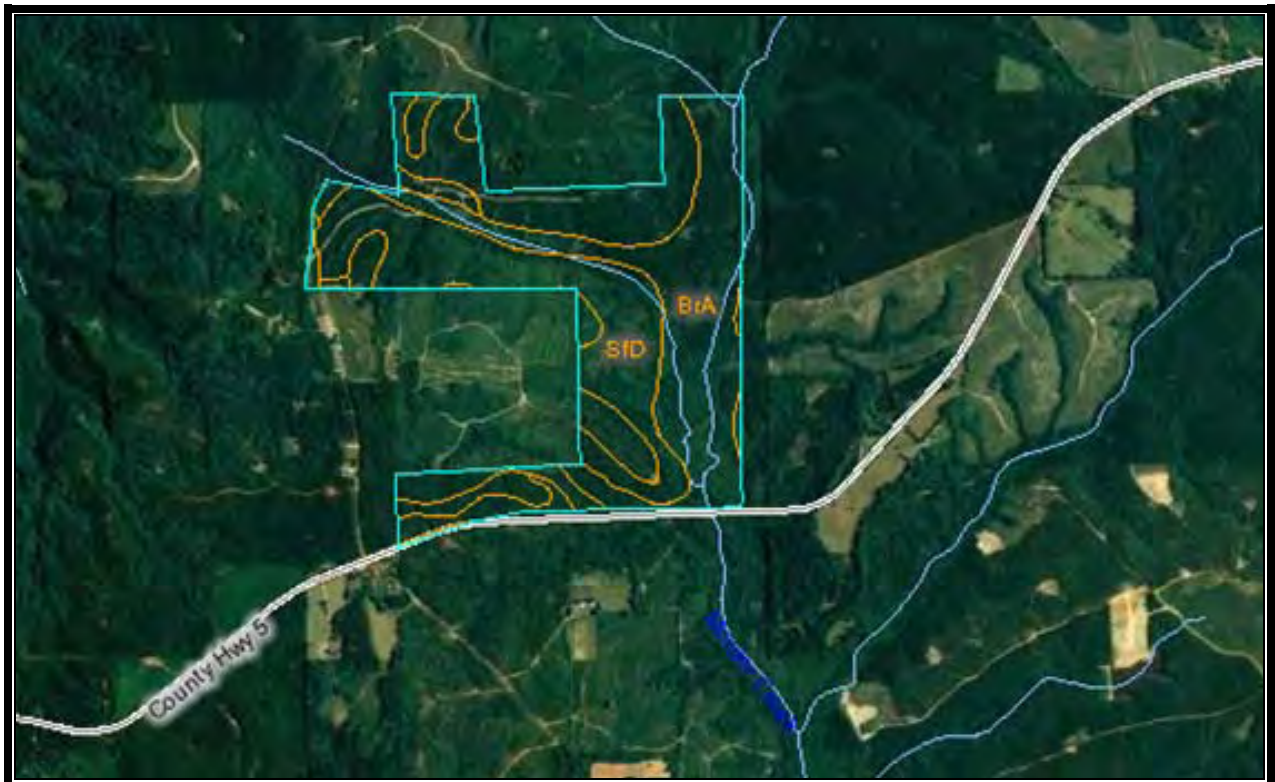
Remarks

This is the sale of approx. 551 acres of vacant land being used for timber growth. This site is located in north Monroe County on the north side of CR 5 and just to the east of CR 9. Per the listing agent, the site contained approx. 100 acres of pre-merchantable timber in an area that was "wet." The site contains 28 yr old pine and 8 yr old pine. This property was purchased for investment purposes and to continue to grow timber.

AERIAL MAP OF LAND SALE 4



SOIL MAP OF LAND SALE 4



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
BaB	Bama Sandy Loam	1-5	Well Drained	The Bama series consists of very deep, well-drained, moderately permeable soils on high stream or marine terraces. They formed in thick beds of loamy sediments. there is minimal probability of flooding. This soil is well suited to cultivated crops, pasture, hay, the production of timber, and most urban and recreational uses.
BaC	Bama Sandy Loam	5-10	Well Drained	The Bama series consists of very deep, well-drained, moderately permeable soils on high stream or marine terraces. They formed in thick beds of loamy sediments. there is minimal probability of flooding. This soil is well suited to cultivated crops, pasture, hay, the production of timber, and most urban and recreational uses.
BrA	Bibb Loamy	0-5	Frequently flooded	The Bibb series consists of very deep, poorly drained, moderately permeable soils that formed in stratified loamy and sandy alluvium. These soils are on flood plains of streams in the Coastal Plain. They are commonly flooded and water runs off the surface very slowly. Bibb soils are on flood plains of streams in the Coastal Plain.. The soil formed in loamy and sandy alluvium. They flood frequently unless protected, and are subject to scouring and uneven deposition of overwash.
GrB	Greenville Sandy Loam	2-5	Well drained	Very deep, well drained, nearly level soil. Soil is moderate in fertility and medium in organic matter. Water infiltrates at a moderate level. Soil has no serious limitations and is suited for crops and pine growth. Some erosion precautions are needed and yields are slightly limited by slope.
GrC	Greenville Sandy Loam	5-8	Well drained	Very deep, well drained, nearly level soil. Soil is moderate in fertility and medium in organic matter. Water infiltrates at a moderate level. Soil has no serious limitations and is suited for crops and pine growth. Some erosion precautions are needed. yields are slightly limited by slope.
LnB	Lucy loamy	1-5	Well Drained	This very deep, well drained soil is on nearly level summits of ridges. This map unit is suited to cultivated crops. This map unit is suited to slash pine, loblolly pine, and longleaf pine. The potential productivity is moderately high. This map unit is well suited to most urban uses. It has slight limitations affecting building sites and local roads and streets and has slight to severe limitations affecting most kinds of sanitary facilities.
LvE	Luverne Sandy Loam	10-25	Well drained	This deep, well drained soil is on narrow ridges and side slopes. Permeability is moderately slow and water capacity is moderate. The primary use is woodlands, not suited for crops due to slope and erosion risk.
MaC	Malbis Fine Sandy Loam	5-8	Well to moderately well	The Malbis series consists of deep, well drained or moderately well drained soils that formed in loamy sediments of the Coastal Plain. These nearly level to sloping soils are moderately permeable in the upper part of the solum and moderately slowly permeable in the lower part.
SfD	Saffell very gravelly sandy loam	8-15	Well drained	The Saffell series consists of very deep, well drained, moderately permeable soils that formed in loamy and gravelly marine sediments of Tertiary Age. This soil is on Coastal Plain uplands in MLRAs 133A and 133B. Slopes range from 1 to 60 percent. : Principal use is woodland of shortleaf pine, loblolly pine, and upland oaks. Cleared areas are used for pastures of bermudagrass and bahiagrass.

Land Sale No. 5

Property Identification

Record ID 4646
Property Type Vacant Agricultural Acreage, Vacant Acreage
Address Off Highway 4, Century, Escambia County, Florida
Location S/O Hwy 4 & NW of Bratt Rd
Tax ID 085N313300000000
Land Use Code Non-Ag Acreage
Present Use Vacant acreage

Sale Data

Grantor BLUE SKY TIMBER PROPERTIES LLC
Grantee WEBB DANIEL A
Sale Date August 27, 2009
Deed Book/Page 6503 / 1814
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash or Equivalent
Sale History None in prior 5 years
Instrument Warranty Deed
Verification message for Bob Tobermann, Rep. for grantor; 901-419-1863, December 22, 2010; Other sources: Public Records, MMT, Confirmed by Rosanna Banks

Sale Price \$344,100

Land Data

Zoning VAG-1, VAG - 1
Topography Wooded, 5% wet isolated to creek
Utilities No sewer
Dimensions M&B
Shape Irregular
Flood Info "AE" & "X", per panel 12033C0055G
Future Land Use AG, Agriculture
Encumbrances None noted

Land Size Information

Gross Land Size 146.420 Acres or 6,378,055 SF
Front Footage none

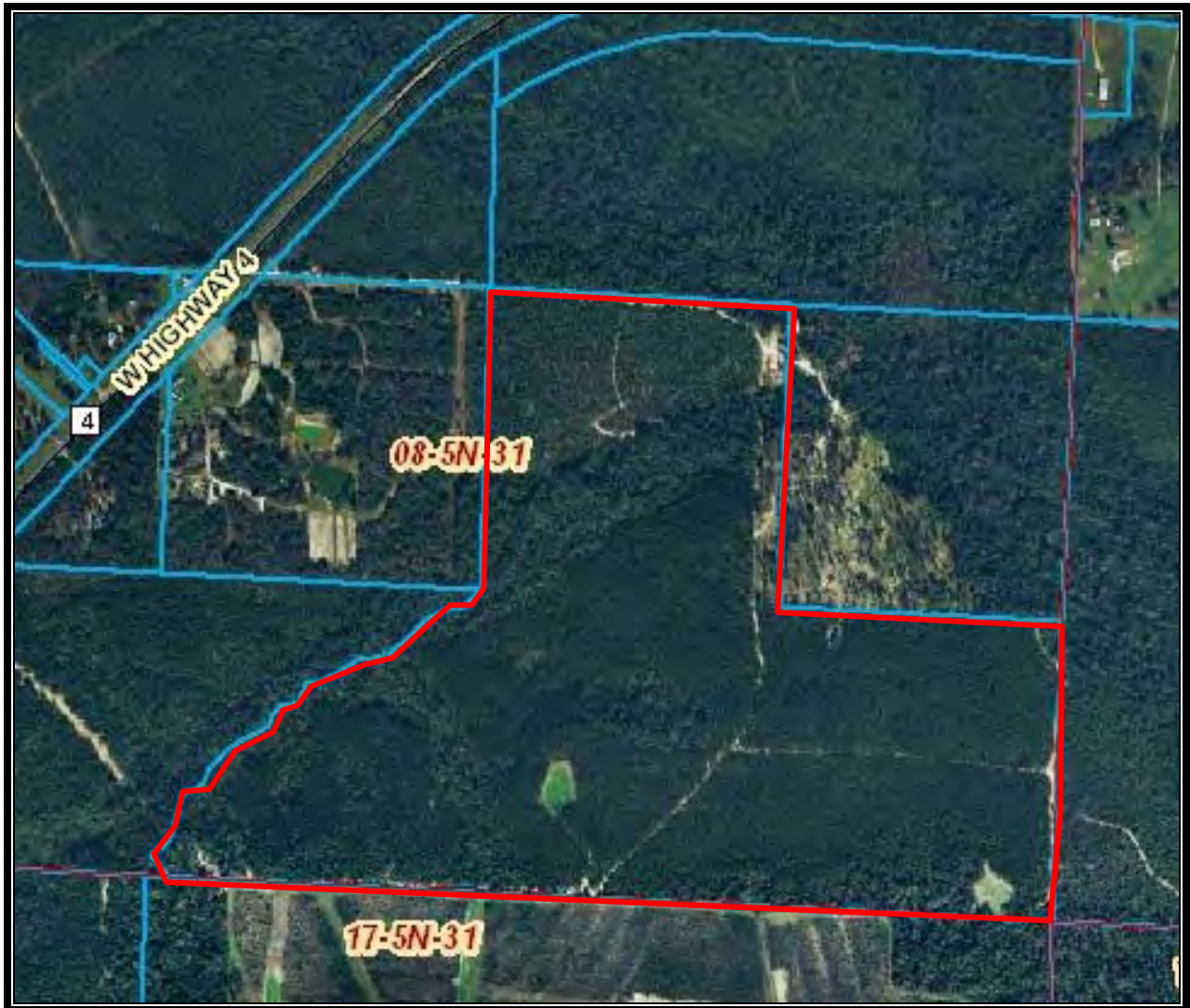
Indicators

Sale Price/Gross Acre \$2,350

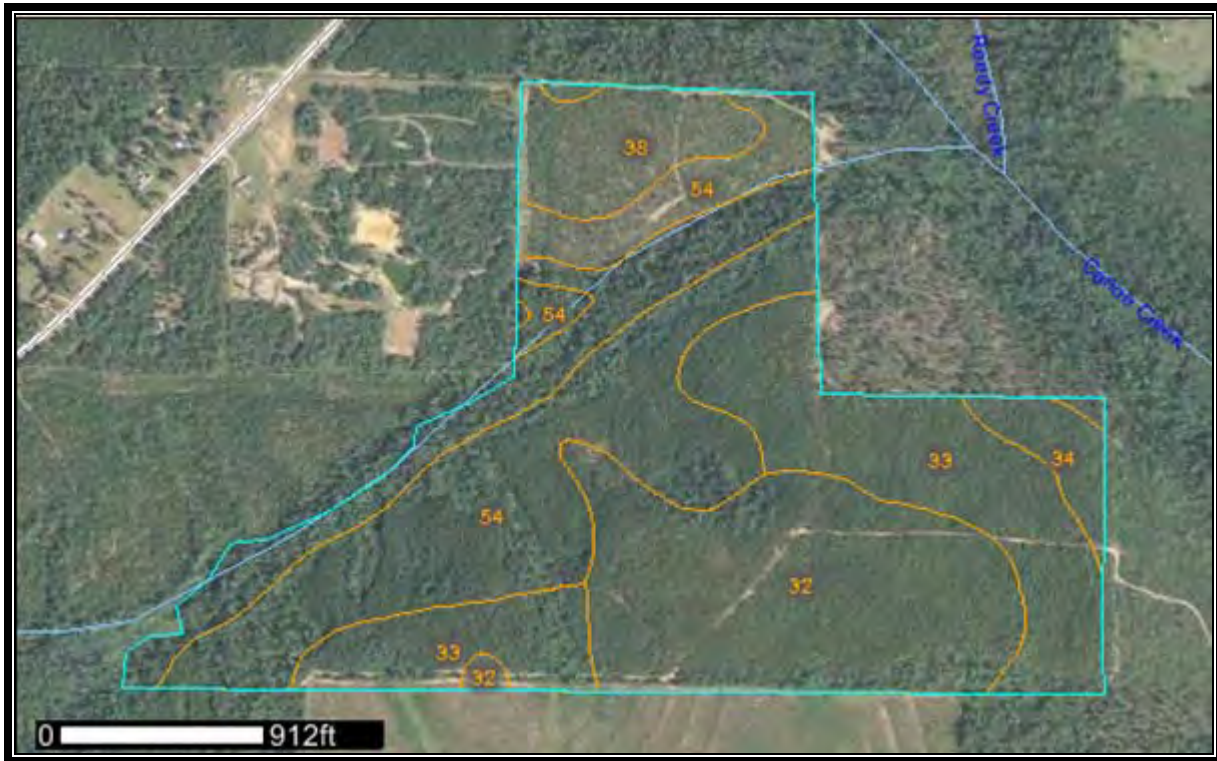
Remarks

County GIS mapping indicates potential wetlands are present along the west side and bisecting the property along the north. This appears to follow the meanderings of an unnamed creek. County Soil Mapping indicates a majority of the soils to be uplands soils, with the exception being Dorovan muck and Fluquavents located along the creek bed (about 5%). Soils are #32 Troup Sand 0-5 Somewhat Excessive, #33 Troup sand 5-8 Somewhat Excessively Drained, #34 Troup Sand 8-12 Somewhat Excessive, #38 Bonifay loamy and 0-5 Well-drained, #49 Dorovan muck and Fluvaquents < 2 Very poorly drained, #54 Troup-Poarch complex 8-12 Somewhat excessive, #57 Cowarts Troup Complex 12-18 Well Drained. This property have very limited access, apparently by easement from S.R. #4. Woodland contribution is relatively minor.

AERIAL PHOTOGRAPH OF LAND SALE NO 5



SOIL MAP OF LAND SALE NO 5



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
33	Troup sand	5-8	Somewhat Excessively Drained	This very deep, somewhat excessively drained soil is on moderately sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid on the surface and subsurface layers and moderate in the subsoil; does not flood. Poorly suited for cultivated crops. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.
34	Troup Sand	8-12	Somewhat Excessive	This very deep, sandy, somewhat excessively drained soil is on strongly sloping side slopes of ridges in the central and northern parts of the county. and longleaf pine. The potential productivity is moderately high. Moderate limitations affect timber management. This map unit is suited to most urban uses. It has moderate limitations affecting building sites and local roads and streets and has slight to severe limitations affecting most kinds of sanitary facilities. The main management concerns are the slope and seepage.
38	Bonifay loamy sand	0-5	Well-drained	This very deep, well-drained soil is on nearly level summits and gently sloping shoulder slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid in the surface and subsurface layers and moderately slow in the subsoil; no flooding. Suited for cultivated crops, pasture use, growth of hay, slash, loblolly, and longleaf pines, recreational use, and most urban uses.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.

Land Sale No. 6

Property Identification

Record ID	4647
Property Type	Vacant Agricultural Acreage, Vacant Acreage
Property Name	Vacant Agricultural Land
Address	Bratt Rd, Century, Escambia County, Florida
Location	N & S/S of Bratt Rd @ McBride Rd
Tax ID	095N313101000000
Land Use Code	Non-Ag Acreage
Present Use	Vacant acreage

Sale Data

Grantor	MOULTON PROPERTIES INC
Grantee	BRUSHY CREEK TREE FARM LLP
Sale Date	June 25, 2010
Deed Book/Page	6607/1626
Property Rights	Fee Simple
Marketing Time	0
Conditions of Sale	Arm's Length
Financing	Cash or Equivalent
Sale History	None in prior 5 years
Instrument	Warranty Deed
Verification	Jim Moulton, Moulton Properties, Grantee; 850-438-5655, December 22, 2010; Other sources: Public Records, Confirmed by Rosanna Banks

Sale Price \$387,100

Land Data

Zoning	VAG-1, VAG - 1
Topography	Wooded, 5% wet along Canoe Creek
Utilities	No sewer
Dimensions	Roughly 2620 x 2650
Shape	Sl. Irregular
Flood Info	"AE" & "X", per panel 12033C0055G
Future Land Use	AG, Agriculture
Encumbrances	None noted

Land Size Information

Gross Land Size	158.050 Acres or 6,884,658 SF
Front Footage	755 ft Total Frontage: 755 ft Bratt Rd (scaled)

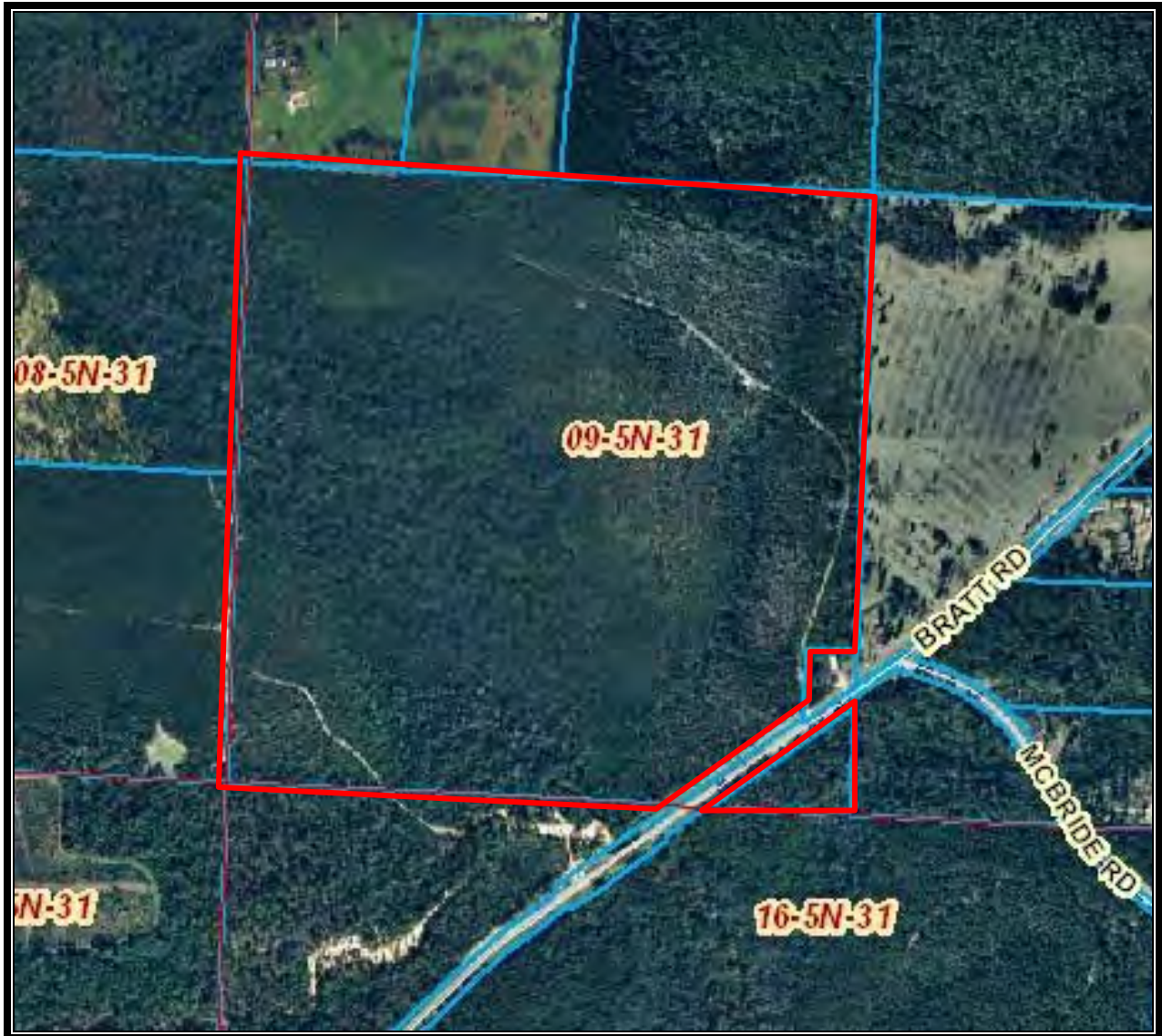
Indicators

Sale Price/Gross Acre	\$2,449
Sale Price/Gross SF	\$0.06
Sale Price/Front Foot	\$513

Remarks

This is the recent sale of vacant land in the north portion of Escambia County. Mr. Moulton stated that the property was not listed on the open market but it was an arm's length transaction. He stated that the sale was based on \$2,500 per acre. We observed 3-5 year old planted pines on the property. County GIS mapping indicates potential wetlands along Canoe Creek, which bisects the property from W to SE. County Soil Mapping confirms this and indicates about half of the property is wetlands.

AERIAL MAP OF LAND SALE NO 6



SOIL MAP OF LAND SALE 6



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most recreational uses.
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
33	Troup sand	5-8	Somewhat Excessively Drained	This very deep, somewhat excessively drained soil is on moderately sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid on the surface and subsurface layers and moderate in the subsoil; does not flood. Poorly suited for cultivated crops. Suited to pasture use, slash, loblolly and longleaf pines, and most urban and recreational uses.

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
34	Troup Sand	8-12	Somewhat Excessive	This very deep, sandy, somewhat excessively drained soil is on strongly sloping side slopes of ridges in the central and northern parts of the county. and longleaf pine. The potential productivity is moderately high. Moderate limitations affect timber management. This map unit is suited to most urban uses. It has moderate limitations affecting building sites and local roads and streets and has slight to severe limitations affecting most kinds of sanitary facilities. The main management concerns are the slope and seepage.
45	Troup and Perdido Soils	8-35	Severely Eroded	This map unit consists of the sandy, somewhat excessively drained Troup soil and the loamy, well-drained Perdido soil. It is on strongly sloping to steep hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. The potential productivity is high. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope. Other limitations include the moderately slow permeability of the Perdido soil and the sandy texture of the Troup soil.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.

PHOTOGRAPH OF SALE 6



View of Entrance into Comp #6 from Bratt Road – taken 4/12/2011

Land Sale No. 7

Property Identification

Record ID 4779
Property Type Vacant Agricultural Acreage, Vacant Acreage
Property Name Vacant Agricultural Land
Address Camp Road, Century, Escambia County, Florida
Location E/S of Camp Road S/O Bratt Rd
Tax ID 20-5N-31-2201-000-000
Land Use Code Non-Ag Acreage
Present Use Vacant acreage

Sale Data

Grantor Trustees of First United Methodist Church of Bay Minette, Alabama
Grantee Gulf Power Company
Sale Date June 06, 2009
Deed Book/Page 6471/881
Property Rights Fee Simple
Marketing Time UK
Conditions of Sale Arm's Length
Financing Cash or Equivalent
Sale History 08/2006 5975/190 \$100 WD
Instrument General Warranty Deed
Verification Don Schofield, representative for grantee ; 850-494-6555, April 08, 2011; Other sources: Public Records, Confirmed by Rosanna Banks

Sale Price \$141,200

Land Data

Zoning VAG-1, VAG - 1
Topography Wooded; uploads
Utilities All along Camp Road, except sewer
Dimensions Roughly 1320 x 1320 (1/4 of 1/4)
Shape Square
Landscaping Wooded
Flood Info "X", per panel 12033C0055G
Future Land Use AG, Agriculture
Encumbrances None noted

Land Size Information

Gross Land Size 40.340 Acres or 1,757,210 SF
Front Footage 73 ft Total Frontage: 73 ft Camp Rd (scaled)

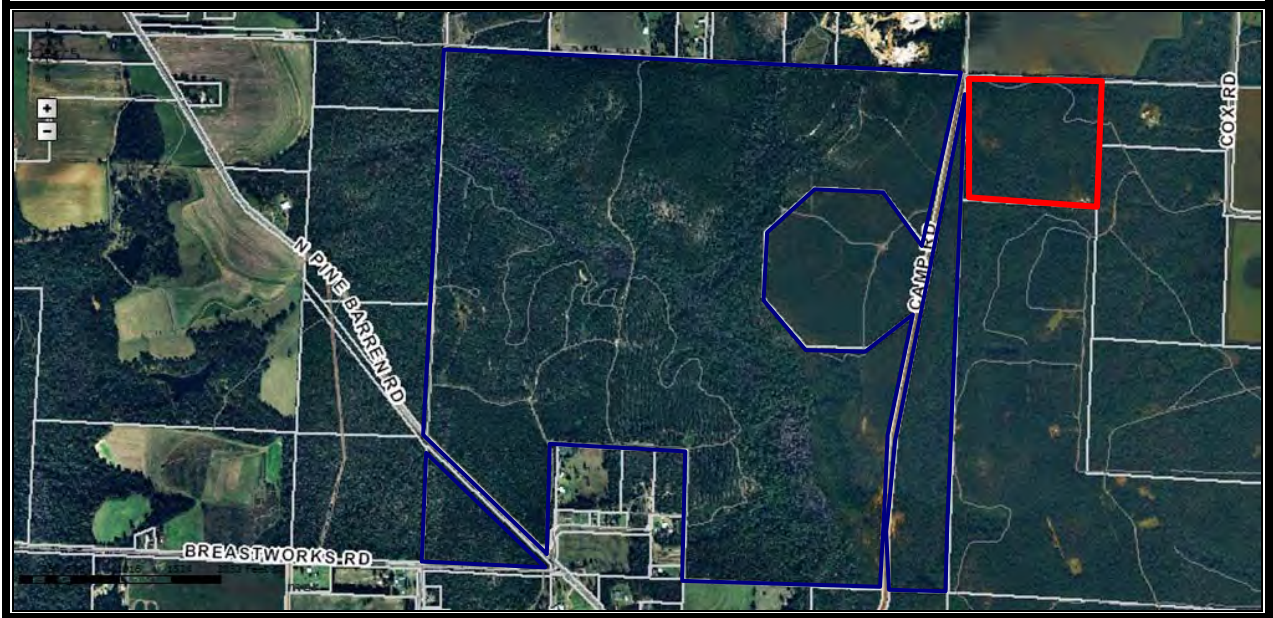
Indicators

Sale Price/Gross Acre \$3,500
Sale Price/Gross SF \$0.08
Sale Price/Front Foot \$1,934

Remarks

This is the sale of vacant land in the north portion of Escambia County. Mr. Schofield stated that he was aware that there was some timber on the property and the sellers were compensated, but they did not allocate a dollar amount for timber. Our inspection revealed very sparse but large pines and hardwoods amidst mostly dense undergrowth. We do not believe significant merchantable timber value affected this sale price.

AERIAL MAP OF LAND SALE 7



Land Sale 8 is in red above; The subject is in blue

SOIL MAP OF LAND SALE 7



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most 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.
55	Troup-Poarch Complex	2-5	Somewhat Excessive	Consists of sandy, somewhat excessively drained Troup soil and the loamy, well drained Poarch soil. Found on gently sloping summits and side slopes of ridges. Depth to seasonal high water table is 2.5 to more than 6 feet. Permeability is rapid to moderately slow, and flooding is none. Suited to most urban uses, but has moderate to severe limitations for building sites due to slope and possible moderate-slow permeability.
59	Notcher fine sandy loam	0-2	Moderately well drained	Located on level summits in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines. Suited for urban and recreational uses.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
61	Notcher fine sandy loam	5-8	Moderately Well-drained	This very deep, moderately well drained soil is on side slopes of ridges in the central and northern parts of the county. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for most urban uses.

PHOTOGRAPH OF SALE 7



View of Comp #7 at juncture with Camp Road

Land Sale No. 8

Property Identification

Record ID 4780
Property Type Vacant acreage, Acreage
Property Name 195.50 acres of vacant land
Address Allentown, Santa Rosa County, Florida
Location S/S of County Highway 182
Tax ID See Remarks

Sale Data

Grantor Skivans Creek LLC
Grantee Griswold Investment Land, LLC
Sale Date January 05, 2011
Deed Book/Page 3037/2088
Property Rights Fee Simple
Marketing Time Uk
Conditions of Sale Distress Sale
Financing Cash To Seller
Sale History 1/25/07 2695/838 \$1,315,300
Instrument Warranty Deed
Verification Tricia, Roy Andrews office; 850-623-3200, April 08, 2011; Other sources: Public Records, Confirmed by Rosanna Banks

Sale Price \$440,000

Land Data

Zoning AG, Agricultural
Topography Level to gently sloping, Dry
Utilities All available except sewer
Shape Irregular
Flood Info Zone C, Minimal probability
Future Land Use Ag
Highest & Best Use Residential Development

Land Size Information

Gross Land Size 195.500 Acres or 8,515,980 SF
Front Footage 5200 ft Total Frontage: 5200 ft Highway 182 (Paved)

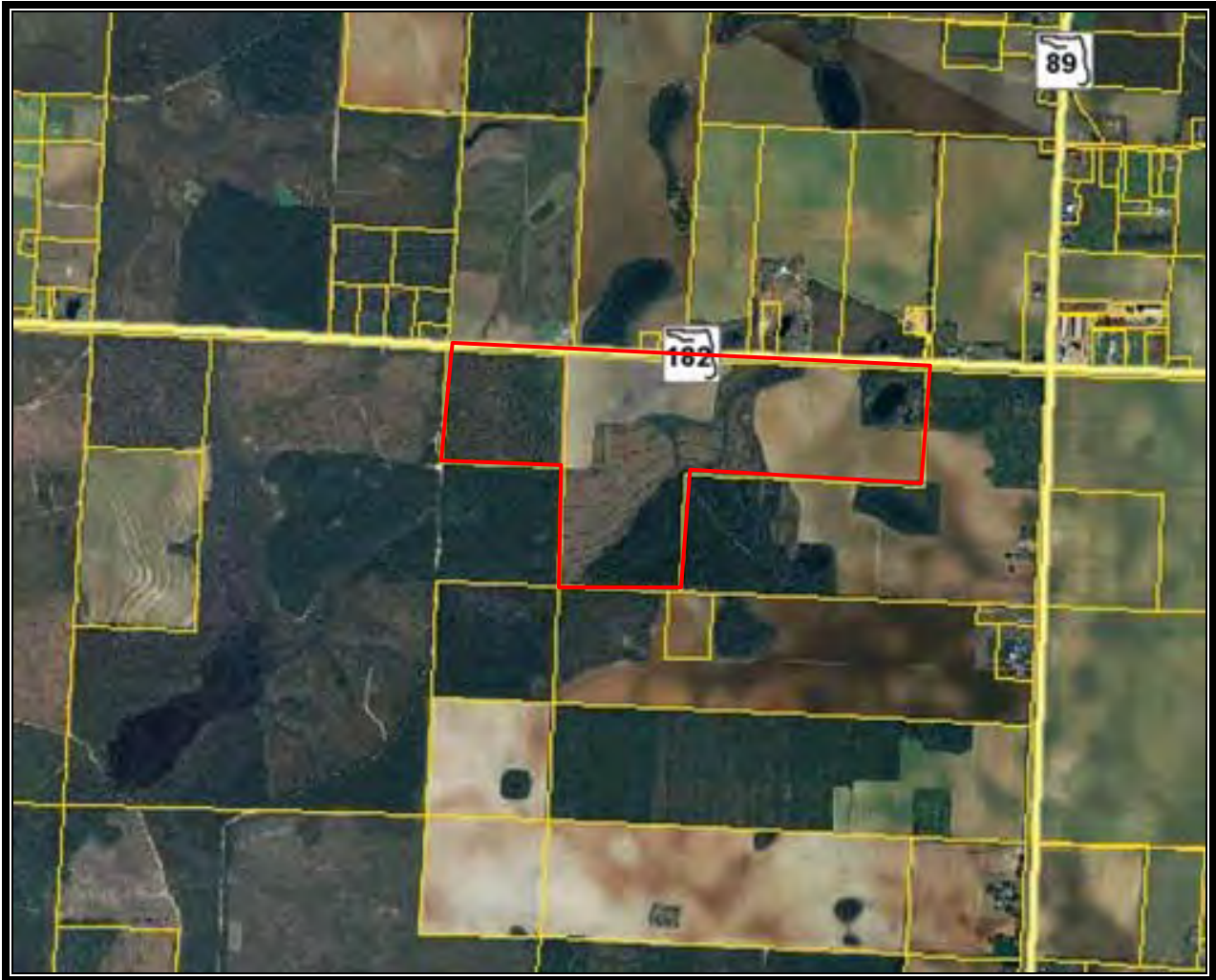
Indicators

Sale Price/Gross Acre \$2,251
Sale Price/Gross SF \$0.05
Sale Price/Front Foot \$85

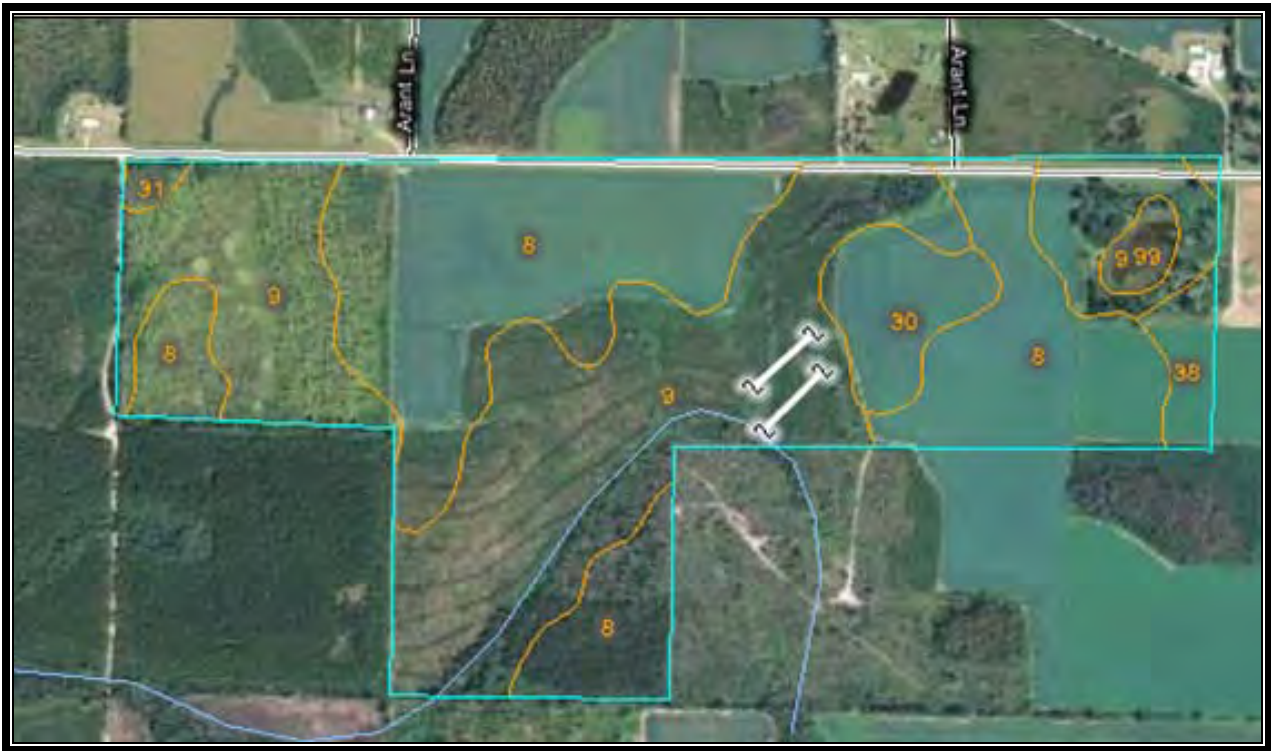
Remarks

This is approximately 195.50 acres of land located along the south side of Highway 182. This purchase included two parcels identified by the Santa Rosa County Appraisers Office with ID#'s 14-3N-29-0000-00100-0000 and 13-3N-29-0000-00100-0000. Approximately +/-70% of the parcel consists of cleared agricultural land, while the remaining +/-30% consists of wooded timberland.

AERIAL MAP OF LAND SALE 8



SOIL MAP OF LAND SALE 8



No.	Soil	Slope %	Drainage	Soil Material & Characteristics
8	Dothan Fine Sandy Loam	0-2	Well Drained	Nearly level soil found on broad and narrow ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, shallow excavations and local roads and streets. Medium potential for septic tank absorption fields.
9	Dothan Fine Sandy Loam	2-5	Well Drained	Gently sloping soil found on broad and narrow ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, shallow excavations and local roads and streets. Medium potential for septic tank absorption fields.
30	Orangeburg Sandy Loam	0-2	Well Drained	Nearly level to gently sloping soil found primarily on broad and narrow ridgetops in the uplands. Water table normally at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, and local roads and streets. Well suited for pasture grass, crops and pine growth.
31	Orangeburg Sandy Loam	2-5	Well Drained	Gently sloping soil found on broad and narrow ridgetops in the uplands. Water table is at a depth of more than 6 feet. This soil is well suited to pasture grasses and a variety of crops; highly productive under good management. Very high potential for dwellings without basements, low commercial buildings, shallow excavations, playgrounds, and local streets. High potential for septic tank absorption fields.
38	Red Bay Sandy Loam	0-2	Well Drained	Nearly level soil found in broad areas in the uplands. Water table is at a depth of more than 6 feet. This soil is well suited to pasture grasses and a variety of crops; highly productive under good management. Very high potential for dwellings without basements, low commercial buildings, shallow excavations, playgrounds, and local streets. High potential for septic tank absorption fields.
99	water			

Land Listing No. 9

Property Identification

Record ID 4742
Property Type Vacant Timberland, Timber Acreage
Property Name 263 Acres of Vacant Timberland
Address Milton, Santa Rosa County, Florida
Location Munson Highway and Fleming Bridge Road
Tax ID 043N270000007020000&093N270000001000000
Land Use Code Timber 2
Present Use Vacant

Sale Data

Grantor Springwoods Timberlands, LLC
Survey Date March 18, 2011
Property Rights Fee Simple

Sale Data

Marketing Time 34 mo.
Conditions of Sale Arms Length
Financing Cash To Seller
Sale History 2950 / 395; \$1,152,055.00 12-30-2009
Instrument Gen. WD, not arm's length
Verification Stephanie Bloyd, Resurce Management; 205-980-7334, March 18, 2011; Other sources: Public Records, resourcecmgt.com, Confirmed by Rosanna Banks

Listing Price \$1,038,850

Land Data

Zoning AG-2, Agricultural
Utilities All except sewer, Water via Berrydale Water
Dimensions M&B
Shape Irregular
Landscaping Natural
Flood Info "X", per panel 12113C0215G
Future Land Use Agriculture
Highest & Best Use Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 263.000 Acres or 11,456,280 SF
Front Footage 5877 ft Total Frontage: 3955 ft Munson Highway (scaled);1922 ft Fleming Bridge Road (scaled)

Indicators

Sale Price/Gross Acre \$3,950

Land Listing No. 9

Remarks

This is an active listing of approximately +/-263 acres of vacant timberland. This parcel is located along the west side of Munson Highway and east side of Fleming Bridge Road approximately +/-13 miles northeast of the City of Milton and 6 miles SW of Munson.

The parcel is very sparsely wooded with 20 year old pines at a density of 35 per acre, representing merchantable pulpwood and saw-timber. The topography of the parcel is level uplands. According to the applicable soil map, the parcel is all upland soils that are conducive to urban development.

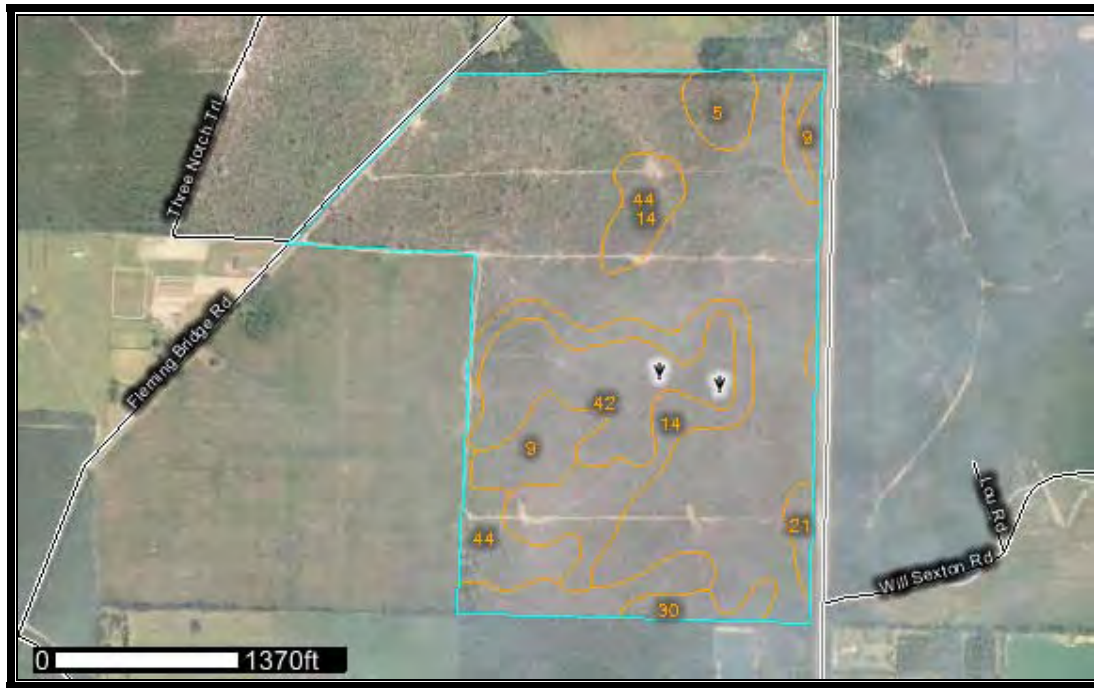
Ms. Boyd detailed the listing history as follows: This property was originally listed in May of 2008 for \$1,196,650 (\$4,550/Acre). The sales information online indicated that the listing price was \$1,106,400 (\$4,207/Acre) but Ms. Boyd informed us that it had been lowered and was now actually listed for \$1,038,850 (\$3,950/Acre).

PHOTOGRAPH OF LISTING 9



Photo, as of March 20, 2011

SOIL AND AERIAL MAP OF LAND LISTING 9



No.	Soil	Slope %	Drainage	Soil Material & Characteristics
5	Bonifay Loamy Sand	0-5	Well Drained	Nearly level to gently sloping soil found on broad and narrow ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, and local roads and streets. High potential for septic tank absorption fields, trench sanitary landfills, and playgrounds. Medium potential for shallow excavations.
9	Dothan Fine Sandy Loam	2-5	Well Drained	Gently sloping soil found on broad and narrow ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, shallow excavations and local roads and streets. Medium potential for septic tank absorption fields.
14	Fuquay Loamy Sand	0-5	Well Drained	Nearly level to gently sloping soil found primarily on broad and narrow ridgetops in the uplands. Water table normally at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, and local roads and streets.
21	Lakeland Sand	0-5	Excessively Drained	Nearly level to gently sloping soil. Water table at a depth of more than 6 feet. Very high potential for septic tank absorption fields, dwellings without basements, and local roads and streets. High potential for low commercial buildings. Medium potential for trench sanitary landfills, shallow excavations, and playgrounds.
25	Lucy loamy Sand	0-5	Well Drained	Nearly level to gently sloping soil found primarily on broad and narrow ridgetops in the uplands. Water table normally at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, and local roads and streets. Well suited for pasture grass, crops and medium potential for pine growth.
30	Orangeburg Sandy Loam	0-2	Well Drained	Nearly level to gently sloping soil found primarily on broad and narrow ridgetops in the uplands. Water table normally at a depth of more than 6 feet. Very high potential for dwellings without basements, low commercial buildings, and local roads and streets. Well suited for pasture grass, crops and pine growth.
42	Tifton Sandy Loam	2-5	Well Drained	This well drained, gently sloping soil is on broad, narrow ridge tops in the uplands. The water table is a depth of more then 6 feet. This soil is well suited for a variety of crops. This soil has a high potential for longleaf, slash pine, and loblolly pine. This soil has a very high potential for trench sanitary landfills, dwellings with out basements, low commercial buildings, shallow excavations, and local roads and streets. It has high potential for septic absorption fields.
44	Troup Loamy Sand	0-5	Well Drained	Nearly level to gently sloping soil found on broad ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for septic tank absorption fields, dwellings without basements, local roads and streets, and low commercial buildings. High potential for trench sanitary landfills. Medium potential for shallow excavations and playgrounds.

Land Listing No. 10

Property Identification

Record ID 4246
Property Type Vacant acreage, Vacant Acreage
Address Nichols Creek Road, Milton, Santa Rosa County, Florida
Location East and South sides of Nichols Creek Road
Tax ID 07-1N-26-0000-00300-0000
Present Use Vacant Acreage

Sale Data

Grantor Coastal Bank & Trust of FL
Survey Date September 14, 2010
Property Rights Fee Simple
Marketing Time 321 days
Financing Cash to Seller
Sale History November 10, 2006, \$3,868,800
Verification Scott Jennings, Listing Agent; 850-434-2244, September 14, 2010; Other sources: MLS #379010; Public Records, Confirmed by David Singleton

Listing Price \$849,000 Asking Price

Land Data

Zoning AG, Agricultural
Topography Level To Rolling, 10%wet
Utilities All Available Except Sewer
Dimensions Metes and Bounds
Shape Irregular
Flood Info Zone X, Zone AE
Future Land Use Agriculture
Highest & Best Use Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 282.650 Acres or 12,312,234 SF
Front Footage 6440 ft Total Frontage: 6440 ft Nichols Creek Road

Indicators

Sale Price/Gross Acre \$3,004

Land Listing No. 10

Remarks

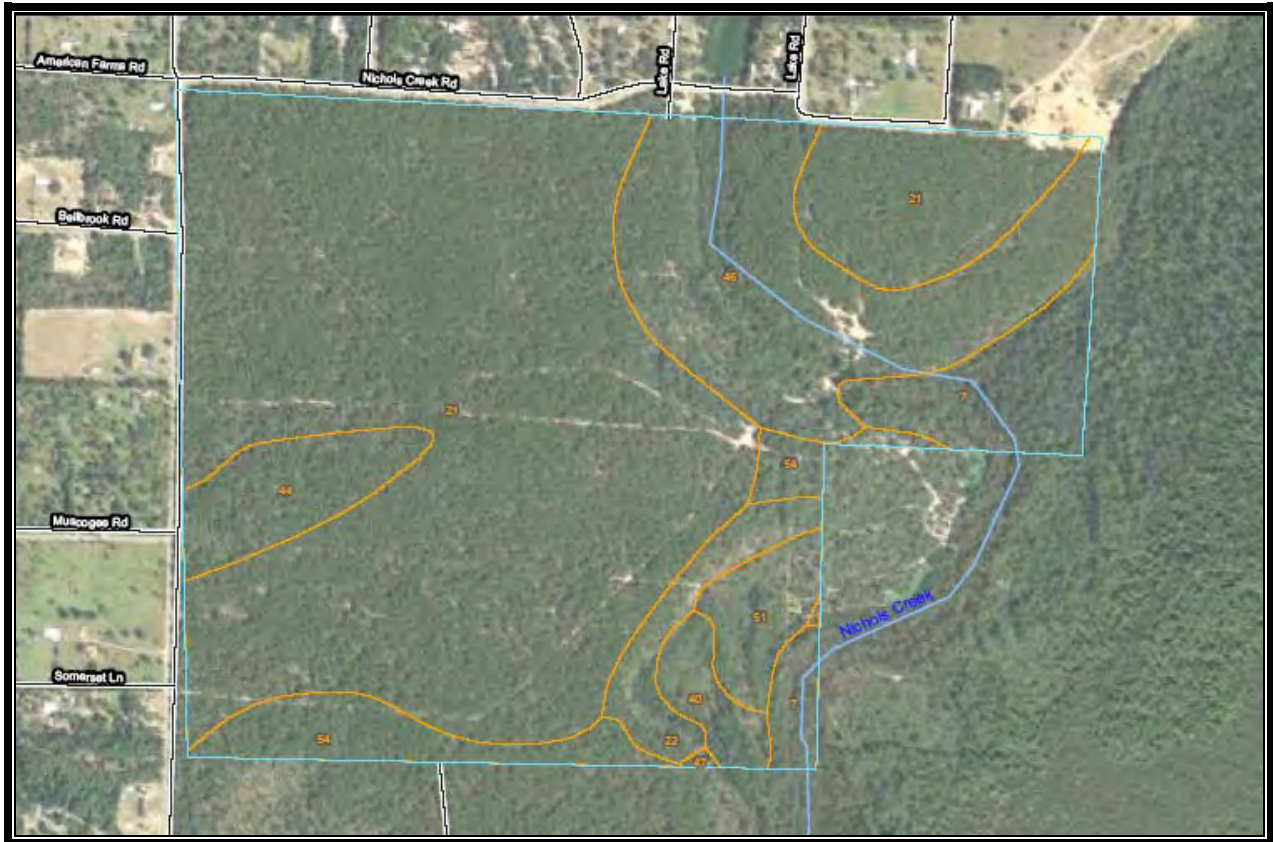
This is a current listing +/-282.65 acres of vacant acreage located in East Milton. The parcel contains +/-3,960' of paved road frontage along the eastern side of Nichols Creek Road along its western boundary. Additionally, the parcel benefits from approximately +/-2,480' of paved road frontage along Nichols Creek Road at the northern boundary. The topography of the parcel in general is level to rolling, and Nichols Creek crosses through a portion of the east and southeast ends of the site. The listing agent reported that 10% to a maximum of 15% of the site is wet. According to applicable soil maps, approximately 10% (+/-) of the parcel is low and wet, with the water level being at or near the surface for long periods of time. The remaining 90% (+/-) of the site is comprised of upland soils that are conducive to urban development, agriculture, and recreational uses. Also, the listing agent reported that only 1 offer has been presented, but that it was low. He felt that the current listed price was slightly above market value, considering the present state of the economy.

This property was initially listed for sale on the Multiple Listing Service on October 29, 2009 for an asking price of \$1,655,000. On 11/4/09, the price was reduced to \$1,430,000; on 4/29/10, the price was further reduced to \$1,300,000, on 08/20/10 the price was reduced to \$999,500, on 10/6/10 the price was reduced to 899,000 and on 2/23/11 the price was reduced to its current asking price of \$849,000.

AERIAL MAP OF LAND LISTING 10



SOIL MAP OF LAND LISTING 10



No.	Soil	Slope %	Drainage	Soil Material & Characteristics
7	Dorovan-Pamlico Association	<1	Very Poorly Drained	Nearly level soil found in hardwood swamps and on floodplains. Water table is at the surface most of the year. Permeability is moderate. Soils are not suited for cultivated crops or pasture. Overcoming the excessive wetness of these soils is very difficult. Low potential for urban uses.
21	Lakeland Sand	0-5	Excessively Drained	Nearly level to gently sloping soil. Water table at a depth of more than 6 feet. Very high potential for septic tank absorption fields, dwellings without basements, and local roads and streets. High potential for low commercial buildings. Medium potential for trench sanitary landfills, shallow excavations, and playgrounds.
22	Lakeland Sand	5-12	Excessively Drained	Sloping to strongly sloping soil. Water table at a depth of more than 72 inches. Very high potential for septic tank absorption fields, dwellings without basements, and local roads and streets. Major limitation is steepness. Medium potential for low commercial buildings. Low potential for trench sanitary landfills, shallow excavations, and playgrounds.
40	Rutlege Loamy Sand	< 2	Very Poor	Nearly level soil found along small stream bottoms, in ponded areas, and on low upland flats. Water table is at or near the surface for long periods. Low potential for septic tank absorption and local roads and streets. Very low potential for shallow excavations, playgrounds, low commercial buildings, dwellings w/out basements, and trench sanitary landfills. Water control and filling are needed for all urban uses. Shoring is also needed in shallow excavations.
44	Troup Loamy Sand	0-5	Well Drained	Nearly level to gently sloping soil found on broad ridgetops in the uplands. Water table at a depth of more than 6 feet. Very high potential for septic tank absorption fields, dwellings without basements, local roads and streets, and low commercial buildings. High potential for trench sanitary landfills. Medium potential for shallow excavations and playgrounds.
46	Troup Loamy Sand	8-12	Well Drained	Strongly sloping soil found on side slopes in the uplands. Water table at a depth of more than 6 feet; erosion hazard is moderate. Very high potential for septic tank absorption fields, dwellings without basements, local roads & streets. High potential for trench sanitary landfills and low commercial buildings, but may need landscaping. Low potential for shallow excavations and playgrounds. The soil is poorly suited for grasslands and not suited to crops.
47	Troup-Orangeburg-Cowarts Complex	5-12	Well Drained	Sloping to strongly sloping soil found on side slopes. Water table predominantly at a depth of more than 6 feet. This complex is moderately suited to pasture grass and poorly suited to cultivated crops. Steepness and susceptibility to erosion are the main limitations. Erosion can be reduced by use of terraces, grassed waterways, strip cropping on the contour, etc. Variable potential for urban uses, depending on steepness of slope.
51	Meadowbrook Fine Sand	0-5	Poorly and Very Poorly Drained	Nearly level to gently sloping soils found on flats and small stream flood plains. Water table is within 12 inches of the surface for long periods. Depressions are covered with water for 6 to 9 months in most years. Severe limitations for most urban uses due to seasonal high water table at or near surface of soils.
54	Foxworth Sand	0-5	Moderately Well to Somewhat Excessively Drained	Nearly level and gently sloping soils found on broad uplands and side slopes. Very deep, rapid to very rapid permeable soils. Most areas are in woodland or have been cleared and planted to crops or improved pasture grasses. Water table fluctuates between depths of 48-72 inches below soil surface for 1 to 3 months during most years. Slight limitations for many urban uses; possibly moderate or even severe limitations for a specific urban use.

Land Listing No. 11

Property Identification

Record ID 4781
Property Type Vacant Agricultural Acreage, Vacant Acreage
Property Name Vacant Agricultural Land
Address Highway 168, Bratt, Escambia County, Florida
Location N/S of Highway 168
Tax ID 31-6N-31-3201-000-000
Land Use Code Non-Ag Acreage
Present Use Vacant acreage

Sale Data

Grantor Springwoods Timberlands Inc C/O RMS Timberlands LLC
Survey Date April 11, 2011
Property Rights Fee Simple
Marketing Time UK
Conditions of Sale Arm's Length
Financing Cash or Equivalent
Sale History None in prior 3 years
Verification mmsg for Stephanie Bloyd, RMS representative; 205-980-7334, April 12, 2011; Other sources: Public Records; resourcegmt.com, Confirmed by Rosanna Banks

Listing Price \$1,052,000

Land Data

Zoning VAG-1, VAG - 1
Topography Wooded
Shape Square
Utilities No water or sewer
Landscaping Wooded
Flood Info "X" & "A", per panel 12033C0035G
Future Land Use AG, Agriculture
Encumbrances None noted

Land Size Information

Gross Land Size 316.790 Acres or 13,799,372 SF
Front Footage 5115 ft Total Frontage: 3970 ft CR 168;1145 ft Wiggins Road

Indicators

Sale Price/Gross Acre \$3,319

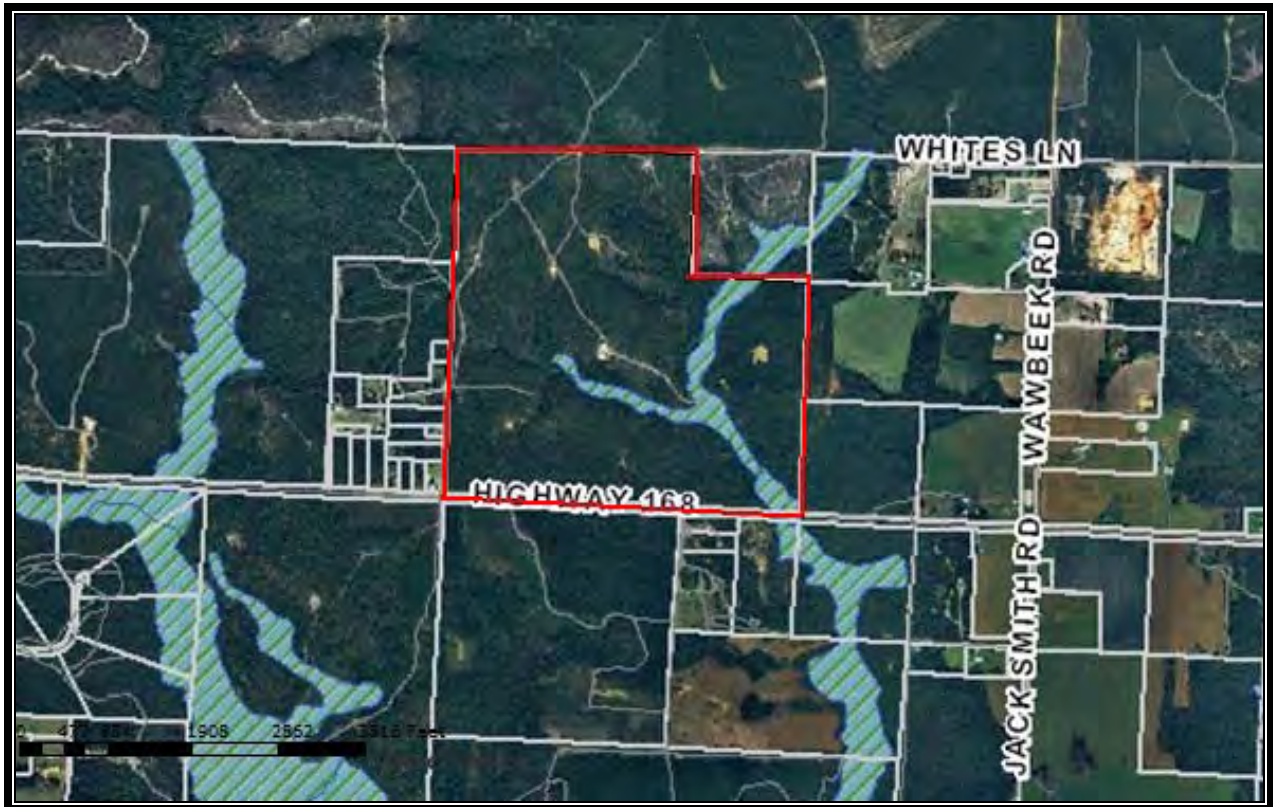
Remarks

This is the listing of timberland in the north portion of Escambia County, along the Florida/Alabama state line. The majority of this land has 25 year old timber merchantable for pulpwood, and sawtimber. Smaller portions of the property have older timber for poles and some is only about ten years old. The property is currently planted with mature long-leaf pines. Reedy Creek runs through the east side from north to south and the soil type associated with this creek is Dorovan muck and Fluvaquents, a poorly drained soil. This soil type comprises only about 5% of the property, rendering about 95% uplands.

PHOTOGRAPH OF LAND LISTING 11



AERIAL MAP OF LAND LISTING 11



SOIL MAP OF LAND LISTING 12



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most recreational uses.
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.
55	Troup-Poarch Complex	2-5	Somewhat Excessive	Consists of sandy, somewhat excessively drained Troup soil and the loamy, well drained Poarch soil. Found on gently sloping summits and side slopes of ridges. Depth to seasonal high water table is 2.5 to more than 6 feet. Permeability is rapid to moderately slow, and flooding is none. Suited to most urban uses, but has moderate to severe limitations for building sites due to slope and possible moderate-slow permeability.
56	Troup-Poarch complex	5-8	Somewhat excessive	Located on moderate sloping hillsides in Central and Northern Escambia County. Has low water capacity, rapid water permeability and does not flood. Poorly suited for cultivated crops. Suited to pasture and hay growth, urban and recreational uses and growth of slash, loblolly and longleaf pines.
59	Notcher fine sandy loam	0-2	Moderately well drained	Located on level summits in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines. Suited for urban and recreational uses.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
61	Notcher fine sandy loam	5-8	Moderately Well-drained	This very deep, moderately well drained soil is on side slopes of ridges in the central and northern parts of the county. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for most urban uses.

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
65	Red Bay Fine Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of broad ridges in the central and northern parts of the county. This map unit is well suited to slash pine, loblolly pine, and longleaf pine. It has few limitations affecting the production of timber. This map unit is well suited to most urban uses. It has no significant limitations for most uses. This map unit is well suited to most recreational uses. It has slight limitations affecting most uses.
69	Notcher-Maubila Complex	8-12	Well Drained	This map unit consists of the loamy, moderately well drained Notcher soil and the clayey, moderately well drained Maubila soil. It is on strongly sloping hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban uses. It has moderate and severe limitations affecting building sites and local roads and streets and has severe limitations affecting most kinds of sanitary facilities. This map unit is poorly suited to most recreational uses.

Land Listing No. 12

Property Identification

Record ID	4782
Property Type	Vacant Agricultural Acreage, Vacant Acreage
Property Name	Agricultural Land
Address	Off Highway 4, Bratt, Escambia County, Florida
Location	S/S of Highway 4 and N/S of Bratt Rd
Tax ID	075N314300000000&185N311301000000
Date Inspected	4/11/11 RSB
Present Use	SFR homesite and acreage

Sale Data

Grantor	Laws, Roger et al
Survey Date	April 12, 2011
Property Rights	Fee Simple
Marketing Time	UK
Conditions of Sale	Arm's Length
Financing	Cash or Equivalent
Sale History	None in prior 3 years
Verification	Stephen Campbell, LA; 850-380-9635, April 11, 2011; Other sources: Public Records; inspection, MLS 396873,396874, Confirmed by Rosanna Banks

Listing Price	\$640,000
Downward Adjustment	\$140,000 less value attributed to SFR
Adjusted Price	\$500,000

Land Data

Zoning	VAG-1, VAG - 1
Topography	Semi-wooded, pastureland
Utilities	Water via Bratt-Davisville; No sewer
Shape	Irregular
Flood Info	"X" & "A", per panel 12033C0035G
Future Land Use	AG, Agriculture & RC, Rural Communities
Encumbrances	None noted

Land Size Information

Gross Land Size	178.000 Acres or 7,753,680 SF
Front Footage	407 ft Total Frontage: 407 ft Highway 4 (scaled)

Indicators

Sale Price/Gross Acre	\$2,809
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Remarks

This is the listing of two parcels of land, one being 98 acres improved with a SFR home and the other being 80 acres of vacant land. Mr. Campbell stated that they had received one offer from a neighbor for the vacant land parcel only, but the sellers did not want to divide the parcel right now. Mr. Campbell said the owners allocate the listing price as \$140,000 for the house and the rest to the acreage. Soil maps indicate the property is about 9% wet with the wet soils being (#49) Dorovan muck and Fluvaquents, and (# 73) Grady loam. This is pasture land without significant timber.

PHOTOGRAPH OF LISTING 12



Currently planted with Bahia Grass

AERIAL MAP FOR LAND LISTING 12



SOIL MAP FOR LAND LISTING 12



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most recreational uses.
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.
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.
59	Notcher fine sandy loam	0-2	Moderately well drained	Located on level summits in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines. Suited for urban and recreational uses.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
69	Notcher-Maubila Complex	8-12	Well Drained	This map unit consists of the loamy, moderately well drained Notcher soil and the clayey, moderately well drained Maubila soil. It is on strongly sloping hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban uses. It has moderate and severe limitations affecting building sites and local roads and streets and has severe limitations affecting most kinds of sanitary facilities. This map unit is poorly suited to most recreational uses.
73	Grady loam, drained	0-2	Poorly Drained	This very deep, poorly soil is in shallow, rounded depressions on summits of broad ridges in the central and northern parts of the county. Areas of this unit have been cleared and drained for agricultural use. High water capacity, slow permeability, no flooding. Suited for cultivated crops, pasture use, growth of hay, slash and loblolly pines, and most urban uses, all of which have functional, well-maintained drainage systems. Poorly suited for recreational use.

Land Listing No. 13

Property Identification

Record ID 4783
Property Type Vacant Agricultural Acreage, Vacant Acreage
Property Name Agricultural Land
Address 8600 Bratt Road (part), Bratt, Escambia County, Florida
Location E side of Bratt Road
Tax ID 18-5N-31-2201-001-001
Date Inspected 4/11/11 RSB
Present Use Pasture

Sale Data

Grantor SCHNEIDER KALE R & DONNA
Survey Date April 12, 2011
Property Rights Fee Simple
Marketing Time 13 mo.
Conditions of Sale Arm's Length
Financing Cash or Equivalent
Sale History None in prior 3 years
Verification Stephen Campbell, LA; 850-380-9635, April 11, 2011; Other sources: Public Records; inspection, MLS 385249, Confirmed by Rosanna Banks

Listing Price \$197,800

Land Data

Zoning VAG-1, VAG - 1
Topography pastureland; 12% wet
Utilities All but sewer (water via Bratt Davisville)
Shape Irregular
Flood Info "X" & "A", per panel 12033C0035G
Future Land Use AG, Agriculture
Encumbrances None noted

Land Size Information

Gross Land Size 43.000 Acres or 1,873,080 SF
Front Footage 1510 ft Total Frontage: 1510 ft Bratt Rd (scaled)

Indicators

Sale Price/Gross Acre \$4,600

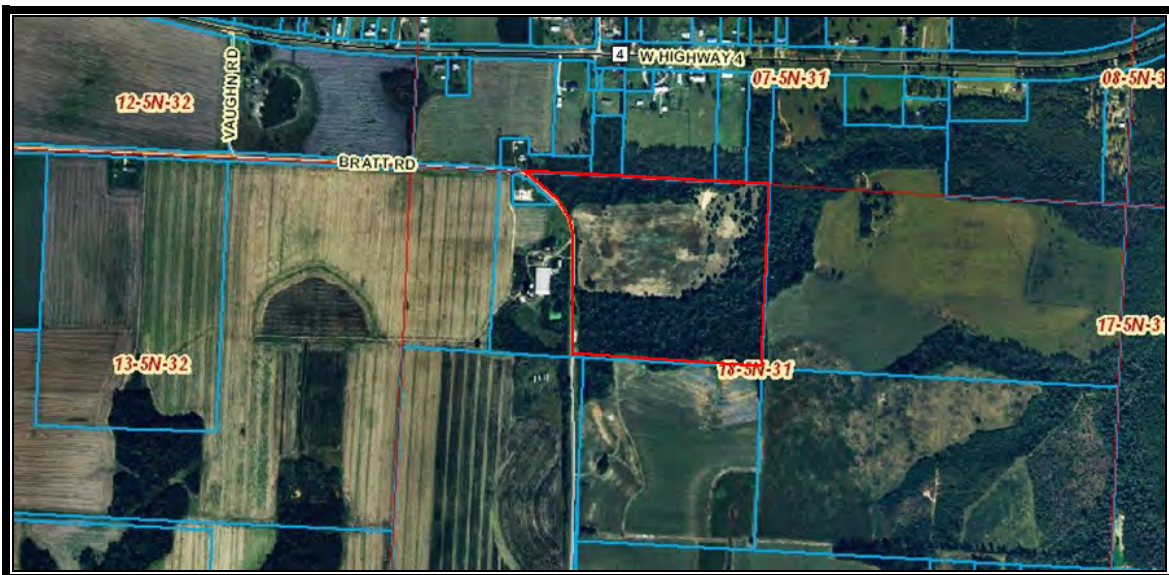
Remarks

This listing is for that portion of PIN 185N312201001001, east of Bratt Road. The property is cleared pasture land and about 12% wetlands.

PHOTOGRAPH OF LISTING 13



AERIAL MAP OF LISTING 13



SOIL MAP OF LISTING 13



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
30	Perdido Sandy Loam	2-5	Well Drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges in the central and northern parts of the county. This soil is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has slight or moderate limitations affecting building sites, slight limitations affecting local roads and streets, and moderate or severe limitations affecting sanitary facilities. Septic tank absorption fields may not function properly during rainy periods because of the moderately slow permeability. This map unit is well suited to most recreational uses.
32	Troup Sand	0-5	Somewhat Excessive	Occurs on nearly level and gently sloping ridges. Suited to cultivated crops, pasture and hay, most urban areas, and most recreational uses. This unit is in the Mixed Hardwood and Pine ecological community. Permeability of subsoil is rapid in surface/ subsurface layers and moderate in subsoil. Depth to seasonably high water table is 6+ feet.
49	Dorovan muck and Fluvaquents	< 2	Very poorly drained	Located on flood plains along rivers & streams. Subject to frequent flooding and ponding for very long periods. Very high water capacity, moderately permeable, frequently flooded for very long periods most years. Unsuitable for crops, pasture, hay/wood land, urban or recreational uses due to wetness, flooding and ponding.

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
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.
59	Notcher fine sandy loam	0-2	Moderately well drained	Located on level summits in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines. Suited for urban and recreational uses.
60	Notcher fine sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
69	Notcher-Maubila Complex	8-12	Well Drained	This map unit consists of the loamy, moderately well drained Notcher soil and the clayey, moderately well drained Maubila soil. It is on strongly sloping hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban uses. It has moderate and severe limitations affecting building sites and local roads and streets and has severe limitations affecting most kinds of sanitary facilities. This map unit is poorly suited to most recreational uses.

The comparable land sales cited above are organized in the following chart to facilitate comparison with the subject and to provide structure for our valuation process.

No.	Location	Sale Date	Sale Price	Size (Acres)	Zoning	Timber	Wetlands	Price/ Acre
S	Camp Road, Escambia Co., FL	Apr-11	N/A	541.84	VAG-1	\$500	15%	N/A
1	Hwy 192, Walton Co., FL	2/20/2009	\$950,000	396.14	GA	0	22%	\$2,398
2	1200 Blk of Cox Rd, Escambia Co., FL	4/28/2009	\$1,000,000	308.63	VAG-1	\$400	5%	\$3,240
3	Off Spicepond Road, Mobile Co., AL	2/18/2010	\$1,200,000	591	None	0	5%	\$2,030
4	County Road 5, Monroe Co., AL	1/1/2009	\$1,102,000	551	None	\$875	20%	\$2,000
5	Off Highway 4, Escambia, FL	8/27/2009	\$344,100	146.42	VAG-1	\$200	5%	\$2,350
6	Bratt Rd, Escambia, FL	6/25/2010	\$387,100	158.05	VAG-1	\$500	5%	\$2,449
7	Camp Road, Escambia Co., FL	6/6/2009	\$141,200	40.34	VAG-1	\$200	0%	\$3,500
8	Hwy 182, Santa Rosa, FL	1/5/2011	\$440,000	195.5	AG	\$200	0%	\$2,251
9	Munson Hwy, Santa Rosa, FL	LISTING	\$1,038,850	263	AG-2	\$500	0%	\$3,950
10	Nichols Creek Road, Santa Rosa, FL	LISTING	\$849,000	282.65	AG	\$200	10%	\$3,004
11	County Road 168, Escambia Co., FL	LISTING	\$1,052,000	317	VAG-1	1,000	5%	\$3,319
12	Highway 4, Escambia Co., FL	LISTING	\$500,000	178	VAG-1	0	9%	\$2,809
13	Bratt Rd, Escambia, FL	LISTING	\$197,800	43	VAG-1	0	12%	\$4,600
Average								\$2,915

The selected comparables identify a range of value from \$2,000 per acre to \$4,600 per acre and average \$2,915 per acre. However, the bottom five comparables are listings which are generally negotiated downward to the actual sales price. Considering the sales alone, the range of the data is from \$2,000 per acre to \$3,500 per acre and the average \$2,527 per acre.

In the table above we have listed some of the more pertinent elements of comparison, including a monetary rating that we have developed for the perceived contributive value associated with merchantable and pre-merchantable timber stands. We have also listed the extent of wetlands, zoning, parcel size, and the price per acre, which is the most relevant unit of comparison for timber tracts.

Land sale #1 is similarly a very remote location in Walton County. The property is mostly improved pasture, with about a quarter wetlands, and harbors some site improvements. Land sale #2 is very proximate to the subject was purchased for assemblage purposes in association with Gulf Power Companies land acquisition program in the area. We have found the parcels purchased by Gulf Power have

occurred at a premium as is often typical in circumstances of assemblage. In situations of public acquisition, cost avoidance sums are often offered the seller to avoid condemnation litigation and expense. We were informed this parcel had been recently replanted with pines prior to the purchase. This property is superior to the subject in that it contains less wetlands. Land comparable #3 is very distant, being in Mobile County and is given less consideration. Land comparable #4 is a timber tract, with somewhat more mature timber, but it is very distant, being in Monroe Co., Alabama and is given less consideration. Land comparable #5 is very proximate to the subject property but has much inferior access. Comparable #6 is very proximate to the subject property and we observed planted pines of similar age on this property. Comparable 6 is one of the most similar transactions available for the subject valuation. Although we recognize it to be a bit smaller than the subject, it also has fewer wetlands. It is covered with pines of generally similar age as the subject property. Comparable six is also very proximate to the subject property but has significantly less roadway frontage. Comp 7 is the most proximate to the subject, being also on Camp Road, but is extremely smaller than the subject property and an inverse relationship typically prevails between price per acre and total parcel size. Comp #7 is also another Gulf Power acquisition that we believe transacted at a premium because it was for assemblage purposes. As mentioned, acquisitions of this nature, for public purposes, often avoid cost avoidance dollars that are not contributive under the definition for market value. We observed aged pines and oaks on comp #7 but they were very sparsely located among dense underbrush. Also, comp #7 is much superior to the subject in that it consists entirely of uplands and harbors no wetlands whatsoever. Comp #8 is very distant, being in Santa Rosa County and also is predominantly cropland, so it is given lesser consideration. Comp #9 has offsetting timber value but is very distant and is only a listing, which we would expect could be negotiated downward. Comp 9 is superior to the subject in that it is all uplands. Comp 9 is near the recreational attractions in the Blackwater River State

Forest. Comp #10 has a similar amount of wetlands but is also distant and only a listing. However, we believe this listing has been reduced enough times to become more relevant as an indicator. Like the subject, comp #10 has an extensive amount of roadway frontage. Comp #11 is very proximate but has much more mature timber on it. Comp #11 serves to bracket the subject property on the upper end with regard to the presence of timber. Comp #12 is also proximate, but is mostly pasture and a listing, subject to negotiation. Comp #13 is proximate but appears to be a well over-priced listing.

Our observation is that the subject property appears to be mostly covered with newly planted pines, with some variation of natural growth hardwoods and more aged timber in certain locations. Based upon the cited comparables, we estimate a cut-over value for the subject land at \$2,300 per acre. Assuming an average of 2-3 year old pines, we make an allowance of \$500/acre for contributive value of established timber. It is important for the reader to recognize that we are not estimating currently merchantable timber but rather the contributive value associated with an established stand of pre-merchantable trees. Generally the costs for planting are around \$200/acre and a stand slowly gains value as it ages toward maturity at from 15-30 years (\$1,000-\$2,500/acre). A pre-merchantable stand gains contributive value only from the standpoint of anticipated benefits to be derived in the future and so an extrapolative time line can be envisioned by a purchaser conscious of the timber component. Additionally, we have sought to rate each of the comparables in terms of the contributive component and to also extrapolate from the comparable data the contribution for merchantable and pre-merchantable timber. Even though the subject timber is not presently merchantable it clearly contributes to value because it is compatible with the highest and best use of the property and representative of an "in place" investment.

The selected comparables provide a very good data set, bracketing the subject for many elements of comparison and comparing well for highest and best use. Considering each comparable as it relates to the subject for the extent of wetlands, location, the proximity to urban development, access, timber, the desirability for preservation, and other factors, leads us to the conclusion for market value inclusive of timber at \$2,800 per acre. Applied to the 541.84 acres contained within the parent tract produces an opinion of market value of \$1,517,152, inclusive of timber value, which we round to \$1,517,000.

**FINAL VALUE ESTIMATE – PARENT TRACT BEFORE ACQUISITION
ONE MILLION FIVE HUNDRED SEVENTEEN THOUSAND DOLLARS
(\$1,517,000)**

DESCRIPTION OF THE PART ACQUIRED

The part acquired has an irregular, flag- shape, generally being square, with a long, finger-like projection running approximately 1,018 feet from the bulk of the property east to Camp Road. The subject contains approximately 14.81 Acres. Dimensions were presented earlier in the exhibits section of the report. The subject appears level and is wooded.

Like the subject, utilities are available. The site has 60' of frontage on Camp Road, which is a two-lane paved road that transitions to a clay road at the acquisition site.

Drainage appears adequate with only about 2% wetlands. Soils on site are predominately uplands, with a small amount of Dorovan Muck and Fluvaquents along the south and east side. Additionally, observation of improvements in the vicinity of the subject on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. A copy of the U.S.D.A. soil map including the subject was previously presented within the exhibits section of this report.

County GIS Maps depict the subject on flood map panel numbers 12033C0035G and 12033C0055G12033C0355G, dated September 29, 2006, indicates that the majority of the subject property is located within Flood Zone X, which is an area of minimal flood probability. A small amount of the subject is within Flood Zone A, an area where flooding is likely. A copy of the flood map was previously presented within the exhibits section of this report.

There are no building or site improvements on the parent parcel or the area to be acquired.

VALUATION OF THE PART ACQUIRED

Our valuation analysis of the part acquired consists of the land value based upon the unit value already derived:

Valuation of Property in Acquisition

Land: \$2,800 "R" (14.81 Acre @ \$41,500)

VALUE OF REMAINDER AS A PART OF THE WHOLE PROPERTY

The subject property was valued at \$1,517,000 "before". The value of the part acquired was \$41,500. Thus, the valuation of the remainder as a part of the whole property is \$1,475,500 ($\$1,517,000 - \$41,500$)

PURPOSE OF APPRAISAL OF REMAINDER AFTER ACQUISITION

The purpose of the appraisal is to estimate the market value of the remainder to discover if there are any damages or special benefits caused by the acquisition. The remainder valuation assumes the acquisition has been completed according to the construction plans. The value of the remainder property "as part of the whole" was previously estimated by subtracting the value of the part acquired from the "before" valuation. The "as part of the whole" valuation will be the basis for determining if damages are apparent to the remainder site. The function is to compare the remainder value estimate with the value of the remainder as a part of the "before" tract to determine whether there is any reduction (damage), or enhancement (special benefit) as a result of the acquisition.

APPRAISAL PROBLEM

The appraisal problem for the remainder valuation is to consider the impact of the acquisition on the remainder property. This is a taking of 14.81 acres from the north boundary of a 541.84-acre agriculturally zoned parcel. The appraisal problem is to examine and value the remainder property given its new characteristics. We will consider all aspects of the remainder property including physical factors, land development requirements, utility and other pertinent factors in our evaluation of the remainder property.

DESCRIPTION OF REMAINDER

The remainder site will consist of a 527.03-acre parcel with similar frontage and configuration as the parent tract previously described, less the proposed acquisition. Frontage will be reduced only slightly along Camp Road with the frontage along North Pine Barren Road and Breastworks remaining unchanged. A complete delineation of the remainder boundaries was shown previously within the exhibits of this report.

Ingress/egress to the remainder site will be similar to the “before” via frontage along Camp Road, North Pine Barren Road and Breastworks Road. There will be no significant grade changes for the remainder property.

As with the parent tract, there are no building improvements located on the remainder. We are left with a slightly smaller land tract for which we perceive similar use potential as in the “before”. The balance of the remainder tract description is commensurate with the description of the parent tract in regards to flood zone, utilities, and soil composition. Further assessment of the remainder property is discussed in detail under the “Effects of Acquisition on Remainder” and “Highest and Best Use of Remainder”.

ZONING, LAND USE PLAN, CONCURRENCY

Please refer to the prior discussion of the zoning and land use planning codes. The zoning, future land use, and concurrency issues for the remainder parcel are the same as for the parent parcel.

EFFECT OF ACQUISITION ON REMAINDER

Aside from the physical loss of site area, the acquisition does not result in any reduction in utility between the parent tract and the remainder parcel. We perceive four elements of change that need to be considered: size, wetlands, shape, frontage, and wetlands.

Size: The acquisition essentially reduces the size of the parcel by 2.7%, but it does not adversely affect the utility of the remainder parcel. The overall size of the remainder parcel is typical of timber parcels in this area and is still bracketed by the comparable data.

Wetlands: Because the area acquired contains a lesser percentage of wetlands (2%) than does the parent parcel (15%), the remainder contains a greater percentage of wetlands than does the parent parcel. We estimated that the parent tract contained 15% wetland, which is about 81.3 acres of wetlands. Only 0.30 acres of wetlands are acquired in the taking (2% of 14.81 acres) and so the remainder has about 81 acres of wetlands (81.3-0.30). However, as the remainder retains a size of 527.03 acres, the wetlands percentage on the remainder is only 15.37% (81/527.03), which is essentially similar to the 15% impacting the parent tract. In appraisals of large acreage tracts of this nature, a difference of only about a third of a percent in wetlands coverage is clearly negligible and insignificant as relates to value.

Shape: The shape of the parcel is rendered more irregular by the taking but the shape was already very irregular in the “before” scenario. We observe the recent cut out of an octagon shaped parcel and other irregularities in the shape of the parent parcel. We note that irregularities of the type observed do not affect the ability to utilize the parcel for its highest and best use of timber production. As a result, the changes in shape wrought by the taking have a negligible affect upon market value.

Frontage: The part acquired has only 60’ of frontage while the parent tract and remainder contain abundant frontage. The remainder retains sufficient access on all accounts and is not impacted negatively as a result of the small amount of frontage contained within the acquisition.

The highest and best use remains unchanged as a timber tract. In summary, we see no adverse effect to the remainder property as a result of the acquisition. We are left with a smaller land tract for which we perceive similar use potential as in the “before”.

HIGHEST AND BEST USE OF REMAINDER

The subject property after the acquisition has similar utility as in the “before”.

APPROACHES TO ESTIMATING VALUE

As with the parent parcel, the sales comparison approach to value is the most valid indicator of value for the remainder property. The cost and income approaches to value lack relevance to the valuation of land only or have minimal market support and are therefore excluded from our analysis.

LAND VALUATION FOR REMAINDER

Much of our structure and format pertaining to the valuation of the remainder property remains unchanged from the prior analysis of the parent tract. Revisiting our sales comparison grid, the adjustments are exactly the same as for the parent tract, thus resulting in the same unit value for the remainder's site area as for the parent parcel at \$2,800/acre. Applied to the remainder's site area of 527.03 acres, this renders a rounded value indication of \$1,475,684, which we round to \$1,475,500.

Value Opinion "After" the acquisition: \$1,475,500

SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

The value of the remainder parcel as part of the whole property was cited at \$1,475,500 earlier in this report. The value of the remainder is estimated above at \$1,475,500, thus indicating no damages to be sustained as a result of the acquisition. The absence of damages is due to the fact that the remainder site has similar use potential as in the "before" and it's highest and best use is not altered by the acquisition.

COST-TO-CURE

A cost-to-cure was not necessary for the remainder property.

SPECIAL BENEFITS

There are no special benefits applicable to the remainder property.

SUMMARY OF VALUES

1. Before Property (Land Only)	\$1,517,000
2a. Part Acquired (Land)	\$ 41,500
2b. Part Acquired (Improvements)	\$ -
3. Remainder as Part of the Whole (Land Only: 1-2a)	\$ 1,475,500
4. Remainder Appraised	\$ 1,475,500
5. Damages (3-4)	\$ -
6. Special Benefits	\$ -
7. Damages (5-6)	\$ -

SUMMARY OF TOTAL COMPENSATION

Part Acquired (2a + 2b)	\$ 41,500
Total Compensable Damages (7)	\$ -
Net Cost-to-Cure	\$ -
Total Compensation	\$ 41,500

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certify that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990, Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	3	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.²

² *NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)*

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land

and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing

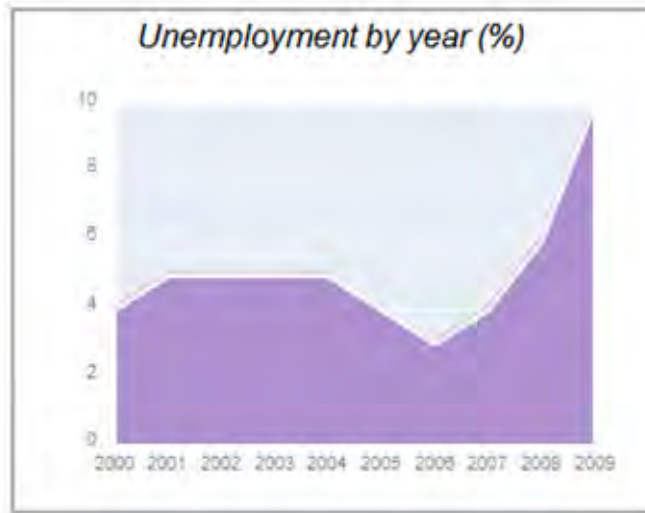
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

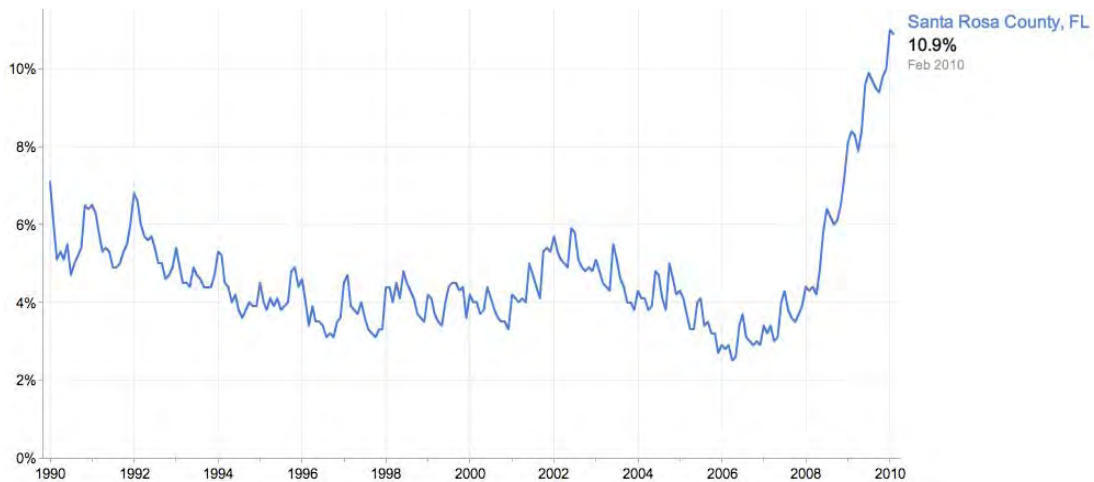
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

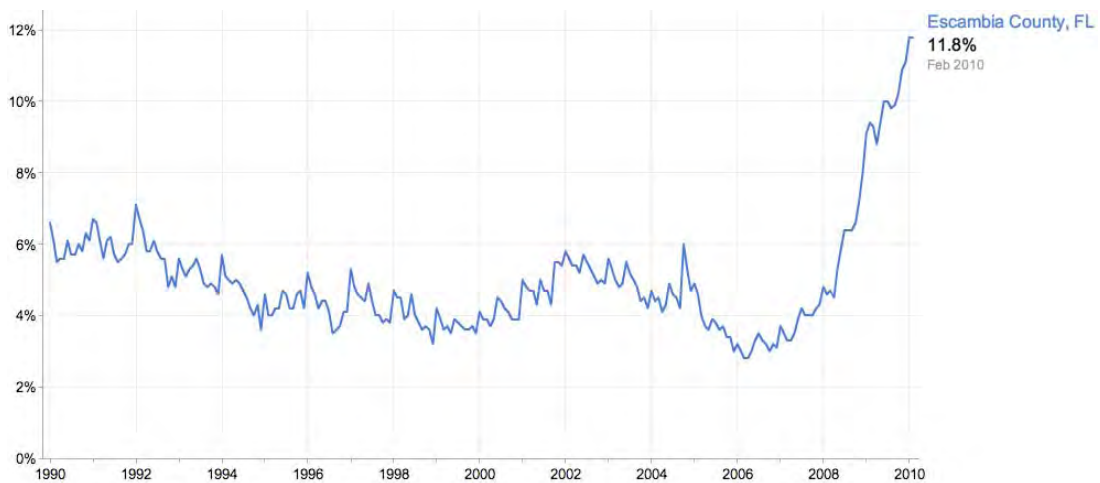
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa 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.³

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

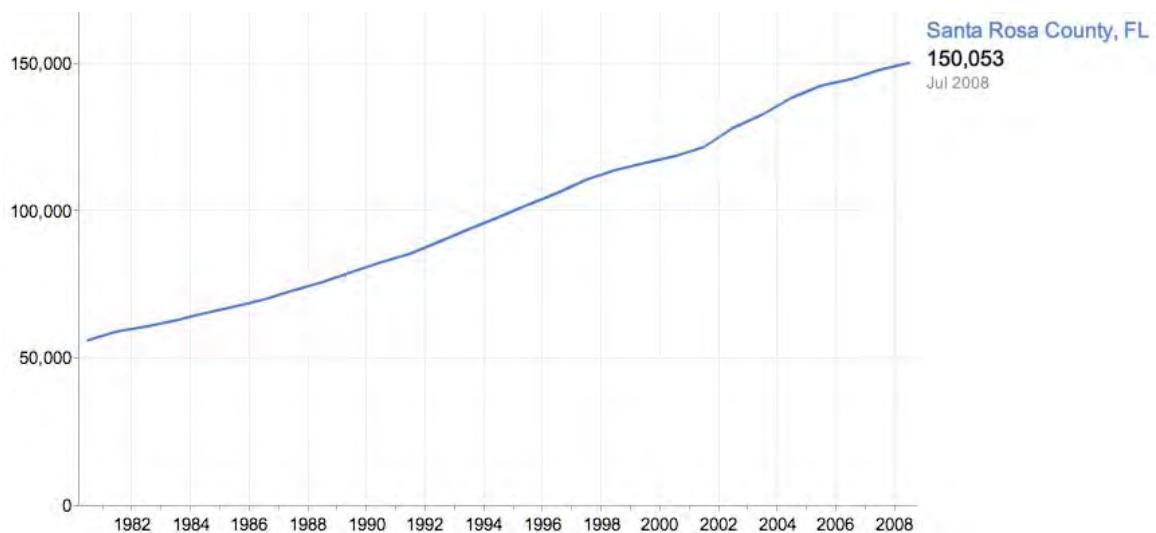
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

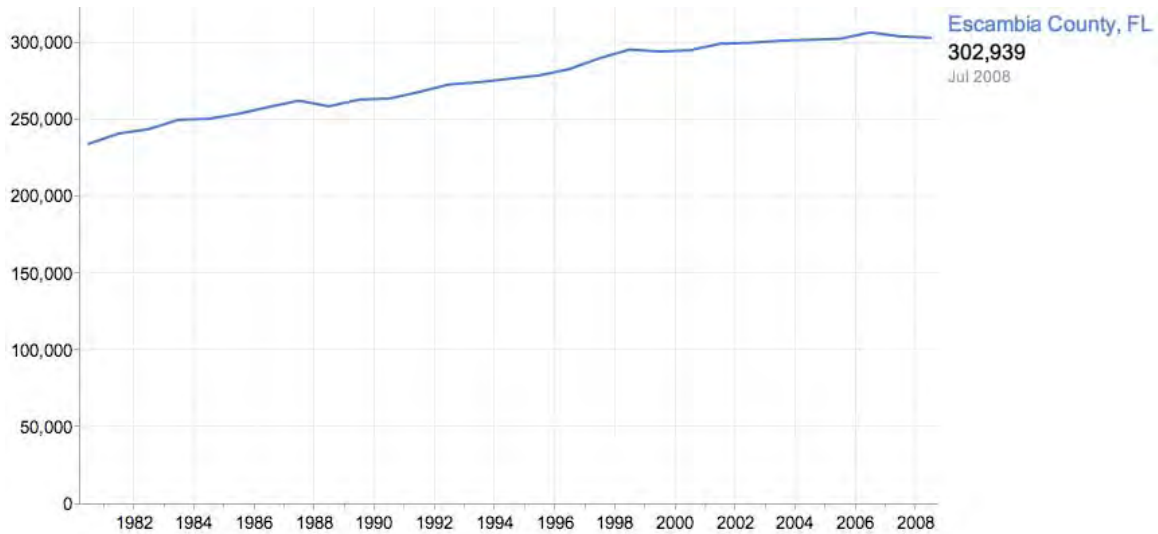
	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



³ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development ³
Housing Affordability, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

Demographic Estimates		Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating

revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12-foot draft barge route, which runs from Brownsville, Texas to Appalachicola, Florida. Amtrak 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 oilrig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of

these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)

Navigate Mode
 Account
 Reference

[Printer Friendly Version](#)

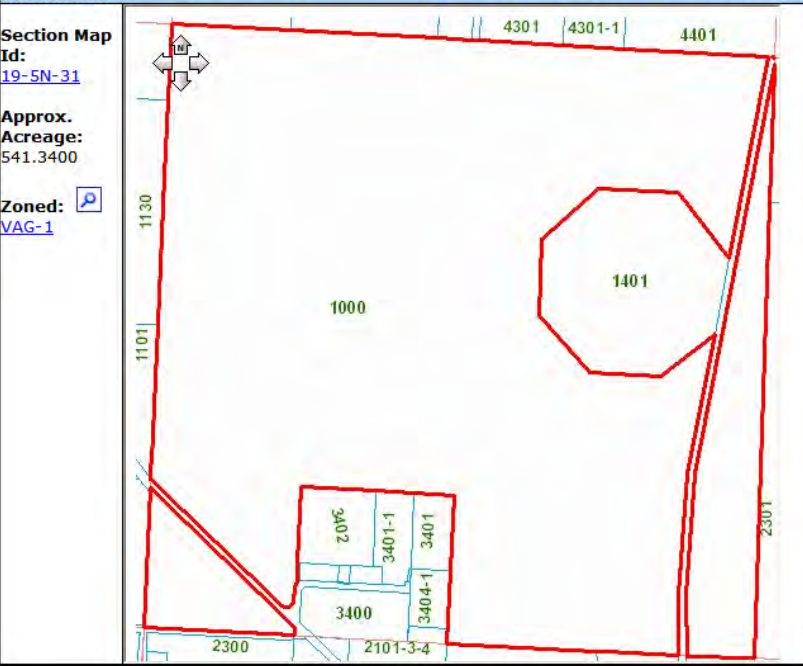
General Information	
Reference:	195N311000000000
Account:	121730000
Owners:	RMS TIMBERLANDS LLC
Mail:	5605 WOODBINE RD PACE, FL 32571
Situs:	CAMP RD 32568
Use Code:	TIMBER 2
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$44,492
Total:	\$44,492
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2006	6055	785	\$100	QC	View Instr
11/2006	6055	752	\$54,042,600	WD	View Instr
05/1985	2066	460	\$100	OT	View Instr
05/1984	1917	467	\$100	OT	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
Legal Description	
ALL LESS SE1/4 OF SW1/4 OR 6055 P 752/785 LESS OR 815 P 503 COUNTY RD R/W...	
Extra Features	None

[Parcel Information](#) |
 [Restore Map](#) |
 [Get Map Image](#) |
 [Launch Interactive Map](#)



Buildings
None
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Tax Record



Account Number
1 of 1

Last Update: 3/30/2011 9:30:12 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.

Details

Tax Record

- » Print View
- Legal Desc.
- Appraiser Data →
- Tax Payment
- Payment History
- Print Tax Bill **NEW!**

Searches

Account Number

- GEO Number
- Owner Name
- Property Address

Site Functions

- Welcome
- Property Taxes
- Local Business Tax
- Feedback
- County Login
- Home

Account Number	Tax Type	Tax Year
12-1730-000	REAL ESTATE	2010
Mailing Address RMS TIMBERLANDS LLC 5605 WOODBINE RD PACE FL 32571		Property Address 0 CAMP RD GEO Number 195N31-1000-000-000

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail Millage Code Escrow Code
 NO EXEMPTIONS 06
[Legal Description \(click for full description\)](#)
 195N31-1000-000-000 0 CAMP RD ALL LESS SE1/4 OF SW1/4 OR 6055 P
 752/785 LESS OR 815 P 503 COUNTY RD R/W LESS OR 4556 P 762 COUNTY RD
 R/W LESS MINERAL RIGHTS See Tax Roll For Extra Legal

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	44,492	0	\$44,492	\$310.35
PUBLIC SCHOOLS					
By Local Board	2.2290	44,492	0	\$44,492	\$99.17
By State Law	5.6310	44,492	0	\$44,492	\$250.53
SHERIFF	0.6550	44,492	0	\$44,492	\$20.48
WATER MANAGEMENT	0.0450	44,492	0	\$44,492	\$2.00
Total Millage		15.5655	Total Taxes		\$692.53

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$26.35
Total Assessments		\$26.35
Taxes & Assessments		\$718.88
If Paid By		Amount Due
		\$0.00

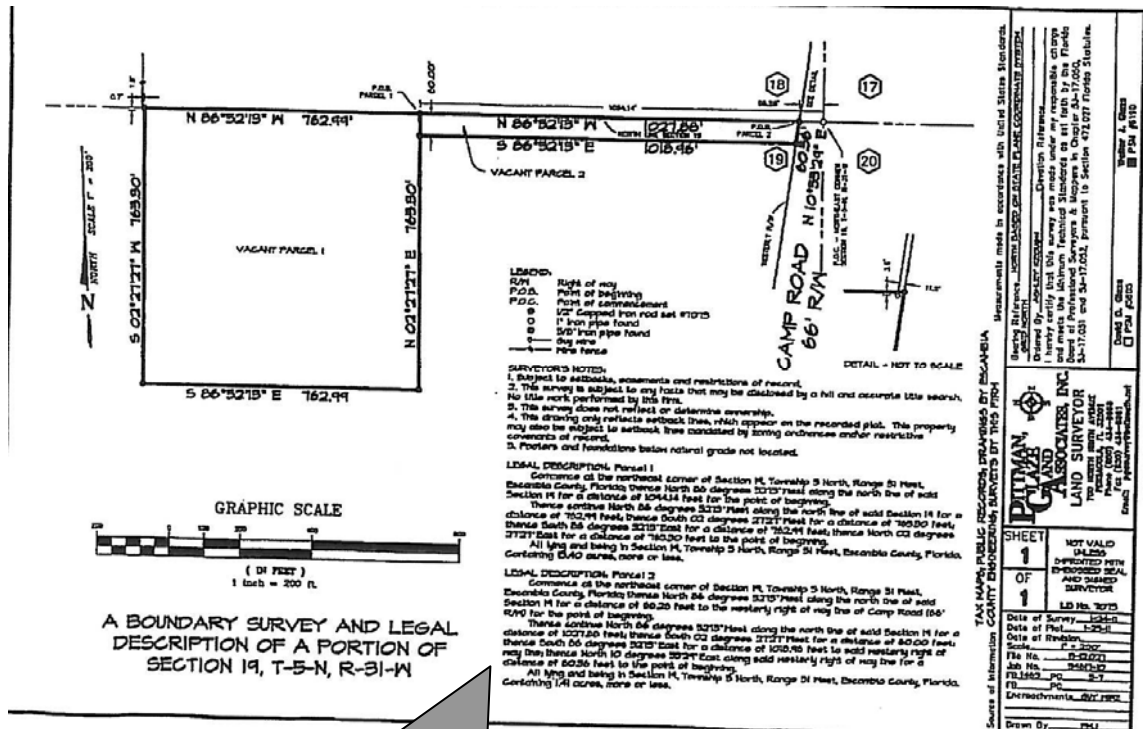
Date Paid	Transaction	Receipt	Item	Amount Paid
11/23/2010	PAYMENT	214891.0041	2010	\$690.12

[Prior Years Payment History](#)

Prior Year Taxes Due
NO DELINQUENT TAXES

[Print](#) | [Print](#) | << First < Previous Next > Last >>





A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 19, T-5-N, R-31-W

Measurements made in accordance with United States Standards.
 Surveyed by: **BRANTLEY & ASSOCIATES, INC.**
 Licensed Professional Surveyor, State of Florida, License No. 12524
 Drawn by: **DAVID G. GIBBS**
 Licensed Professional Surveyor, State of Florida, License No. 12524
 I hereby certify that this survey was made under my responsible charge and that the same is a true and correct representation of the field work done in accordance with the standards set forth by the Board of Professional Surveyors & Mapmakers to all laws by the State of Florida, Chapter 47, Sections 47.001 through 47.009, Statute 34-17-031 and 34-17-032, pursuant to Section 47.077 Florida Statute.

BRANTLEY & ASSOCIATES, INC.
 LAND SURVEYOR
 11000 W. 11th Street
 Jacksonville, FL 32218
 Phone: (904) 444-4881
 Fax: (904) 444-4881
 Email: jgibbs@brantleyandassociates.com

DAVID G. GIBBS
 Surveyor
 P.F.S. #110


TAX MAPS PUBLIC RECORDS, ESCAMBIA COUNTY, FLORIDA
 Surveyed by: **BRANTLEY & ASSOCIATES, INC.**
 Surveyed on: **07/19/2013**

SHEET	1	NOT VALID UNLESS PRINTED WITH PROPER SEAL AND SIGNED SURVEYOR
OF	1	
Date of Survey	07/19/13	
Date of Plot	07/25/13	
Date of Recheck		
Scale	1" = 200'	
File No.	B-12024	
Job No.	12024	
FD-1502	6-7	
FD-1502	6-7	
Measurements	207.780	
Drawn by	DGG	

LEGAL DESCRIPTION, Parcel 1
 Commence at the northeast corner of Section M, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 32'15" West along the north line of said Section M for a distance of 1044.14 feet for the point of beginning.
 Thence continue North 86 degrees 32'15" West along the north line of said Section M for a distance of 762.99 feet; thence South 02 degrees 37'27" West for a distance of 765.50 feet; thence South 86 degrees 32'15" East for a distance of 762.99 feet; thence North 02 degrees 37'27" East for a distance of 765.50 feet to the point of beginning.
 All lying and being in Section M, Township 5 North, Range 31 West, Escambia County, Florida. Containing 6.40 acres, more or less.

LEGAL DESCRIPTION, Parcel 2
 Commence at the northeast corner of Section M, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 32'15" West along the north line of said Section M for a distance of 80.20 feet to the westerly right of way line of Camp Road (66' R/W) for the point of beginning.
 Thence continue North 86 degrees 32'15" West along the north line of said Section M for a distance of 1037.85 feet; thence South 02 degrees 37'27" West for a distance of 80.00 feet; thence South 86 degrees 32'15" East for a distance of 1018.96 feet to said westerly right of way line; thence North 10 degrees 30'24" East along said westerly right of way line for a distance of 60.56 feet to the point of beginning.
 All lying and being in Section M, Township 5 North, Range 31 West, Escambia County, Florida. Containing 1.41 acres, more or less.

Recorded in Public Records 12/22/2006 at 03:50 PM OR Book 6055 Page 752,
Instrument #2006127031, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$282.00 Deed Stamps \$378298.20

Return to
Stewart/L. Gentry GULF COA Order: 1
P.O. Box 36369 NTS268 Job : 238_2601 y
Houston, TX 77236 XII.B.C.a


This Instrument prepared by:
HOLLAND & KNIGHT LLP
One Atlantic Center, Suite 2000
1201 West Peachtree Street, N.E.
Atlanta, Georgia 30309

SPECIAL WARRANTY DEED

Record 1st 3rd
THIS SPECIAL WARRANTY DEED dated as of November 3rd, 2006 is made by
INTERNATIONAL PAPER COMPANY, a New York corporation, qualified to do business and
doing business in the State of Florida, with its principal place of business located at 6400 Poplar
Avenue, Memphis, Tennessee 38197, (hereinafter called the "Grantor"), to RMS
TIMBERLANDS LLC, a Delaware limited liability company, whose post office address is c/o
Resources Management Service, Inc., 31 Inverness Center Parkway, Suite 360, Birmingham,
AL 35242 (hereinafter called the "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and 00/100
(\$10.00) Dollars and other valuable considerations, receipt and sufficiency of which are hereby
acknowledged, hereby grants, bargains, sells and conveys unto Grantee, its heirs, legal
representatives, successors and assigns forever, all that certain real property situated in
ESCAMBIA County, Florida, which real property is more particularly described as follows:

All those tracts or parcels of land lying and being in **ESCAMBIA** County, Florida, and
being more particularly described in **EXHIBIT A** attached hereto and by this reference made a
part hereof, TOGETHER with (i) any improvements thereon; (ii) all timber lying, being or
growing thereon; (iii) all roads, bridges and other infrastructure improvements thereon (to the
extent owned by Grantor), (iv) all minerals which may be owned by Grantor, including sand, clay
or gravel of any kind or nature, and (v) any other privileges, easements, covenants and other
rights appertaining thereto (collectively, the "Property"), less and except such property interest
reserved by Grantor as described on **EXHIBIT B** attached hereto and made a part hereof for all
purposes.

The Property shall be sold to Grantee subject to the matters of title (collectively, the
"Permitted Exceptions") described in **EXHIBIT C** attached hereto and made a part hereof for all
purposes.

TO HAVE AND TO HOLD the Property, together with the privileges and appurtenances
thereunto properly belonging unto the said Grantee, its successors and assigns forever, and
that Grantor does hereby covenant and agree that Grantor and Grantor's successors and

Escambia/RMS

assigns will WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor or Grantor's predecessor affiliate in the chain of title, but not otherwise, and subject to the matters set forth herein.

The conveyance of any mineral conveyed to Grantee herein is hereby made by Grantor purely by quitclaim and accepted by Grantee without any warranty by Grantor, either express or implied, without recourse against Grantor, but with full substitution of Grantee in all covenants of warranty by prior owners of the Property (other than affiliates or corporate predecessors-in-interest of Grantor) given or made with respect to such estates, rights, titles and interests herein conveyed, or any part thereof.

[Remainder of Page Intentionally Left Blank]

(Signature on Next Page)

Escambia/RMS

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth below.

Signed, Sealed and Delivered in the presence of:

Gwen L. Davis

Name of Witness Printed Below: Gwen L. Davis

Sheldon K. Stimp

Name of Witness Printed Below: Sheldon K. Stimp

GRANTOR:

INTERNATIONAL PAPER COMPANY, a New York corporation

By: *Paula S. Bauer*

Print Name: Paula S. Bauer

Title: Assistant Secretary

STATE OF GEORGIA)
COUNTY OF FULTON) : ss.

I, the undersigned authority, in and for said County in said State, hereby certify that Paula S. Bauer, whose name as Assistant Secretary of International Paper Company, a New York corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Allison Layton (SEAL)
Notary Public
Name of Notary Printed: Allison Layton

My commission expires: July 27, 2010
My commission number is: N/A



Escambia/RMS

Parcel 144 (Comp. 416, 417): Section 34, Township 4 North, Range 31 West

Government Lot 1; and, North 1/2 of Government Lot 2, East of Hwy; and, Government Lot 4, Less and Except, that part of Government Lot 4 lying between the extension of the East and West line of Government Lot 2 to the Grant Line through Government Lot 4; Less and Except DB 496/83 for road R/W

Title Deed: DB 171/109 and OR 394/468 Tax Parcel 12-1268-000

Parcel 145 (Comp. 417, 462): Section 37, Township 4 North, Range 31 West


West 3500 feet lying South of North 1060 feet of Gonzalez Grant; Less and Except road R/W.

Title Deed: OR 468/890 Tax Parcel 12-1272-000

Parcel 146 (Comp. 417, 462): Section 44, Township 4 North, Range 31 West

All Michelet Grant, Less and Except, that part of Section lying East of Southerly extension of East line of West 3500 feet of Section 37, Township 4 North, Range 31 West conveyed in Deed in OR 3566/833; and Less and Except road R/W in DB 496/83 and OR 775/876.

Title Deed: OR 394/468 Tax Parcel 12-1393-000

 **Parcel 148** (Comp. 401): Section 19, Township 5 North, Range 31 West

All, Less and Except, Southeast 1/4 of Southwest 1/4; Less and Except road R/W;

Also Less and Except Right-of-Way conveyed in OR Book 5873, page 396, described as follows:

A 66.00 foot wide strip of land to be used for a public right-of-way, lying 33.00 feet on each side of the following described centerline: Commence at the Northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; Thence run North 86 degrees 52 minutes 05 seconds West along the North line of said Section 19, for 32.95 feet to the point of beginning; thence departing said North line run South 10 degrees 55 Minutes 29 seconds West for 3,700.31 feet to a "Point of Intersection"; thence run south 04 degrees 30 minutes 09 seconds west for 1,055.03 feet to a "Point of Intersection"; thence run south 00 degrees 44 minutes 47 seconds East for 556.41 feet to a "Point of Curvature" of a circular curve being concave to the northwest, having

a radius of 390.00 feet, a central angle of 108 degrees 07 minutes 43 seconds (chord bearing and distance of South 53 degrees 19 minutes 05 seconds West, 631.55 feet) through an arc distance of 736.01 feet to a "point of tangency"; thence run north 72 degrees 37 minutes 04 seconds west for 291.77 feet to a point of terminus on the west line of the northeast quarter of the northeast quarter of section 30, township 5 north, range 31 West, Escambia County, Florida. The sidelines of this right-of-way are to begin on the North and East lines of said Section 19, Being lengthened or shortened to meet at angle points and extending to the west line of the northeast quarter of the northeast quarter of said Section 30, all lying and being in Sections 19 and 30, Township 5 North, range 31 West, Escambia County, Florida and Containing 9.6 acres, more or less.

Title Deed: OR 394/468 Tax Parcel 12-1730-000

Parcel 149 (Comp. 401): Section 20, Township 5 North, Range 31 West

Southwest 1/4 of Northwest 1/4; and, Northwest 1/4 of Southwest 1/4; and, South 1/2 of Southwest 1/4; and, West 1/2 of Southwest 1/4 of Southeast 1/4

Title Deed: DB 555/509 and OR 394/468 Tax Parcel 12-1738-000

Parcel 150 (Comp. 401): Section 28, Township 5 North, Range 31 West

Southwest 1/4 of Northwest 1/4; and, that part of East 1/2 of Northwest 1/4, lying South of Public Road

Title Deed: OR 394/468 Tax Parcel 12-1828-000

Parcel 151 (Comp. 401): Section 29, Township 5 North, Range 31 West

All, Less and Except, North 1/2 of Northeast 1/4

Title Deed: OR 394/468 Tax Parcel 12-1830-000

Parcel 152 (Comp. 401): Section 30, Township 5 North, Range 31 West

Northeast 1/4 of Northeast 1/4

Less and Except Right of Way conveyed in OR Book 5873, Page 396, described as follows:

A 66.00 foot wide strip of land to be used for a public right-of-way, lying 33.00 feet on each side of the following described centerline:

Commence at the Northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; Thence run North 86 degrees 52 minutes 05 seconds West along the North line of said Section 19, for

PAGE NO. 1

PURCHASE ORDER NO. 111079

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

INVOICE

CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

VENDOR
 410028
 BRANTLEY & ASSOCIATES
 REAL ESTATE APPRAISAL CORPORATION
 100 N SPRING STREET STE 2
 PENSACOLA FL 32502

SHIP TO

SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

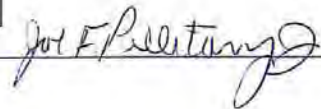
ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 03/21/11		BUYER: JOSEPH PILLITARY		REQ. NO.: 11001166	REQ. DATE: 03/18/11
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APPRAISAL OF RMS PROPERTY SOUTH OF CAMP V (14.82 ACRES)	2500.0000	2,500.00
				PAGE TOTAL \$	2,500.00
				TOTAL \$	2,500.00
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE		
01	220608 53101	2,500.00			

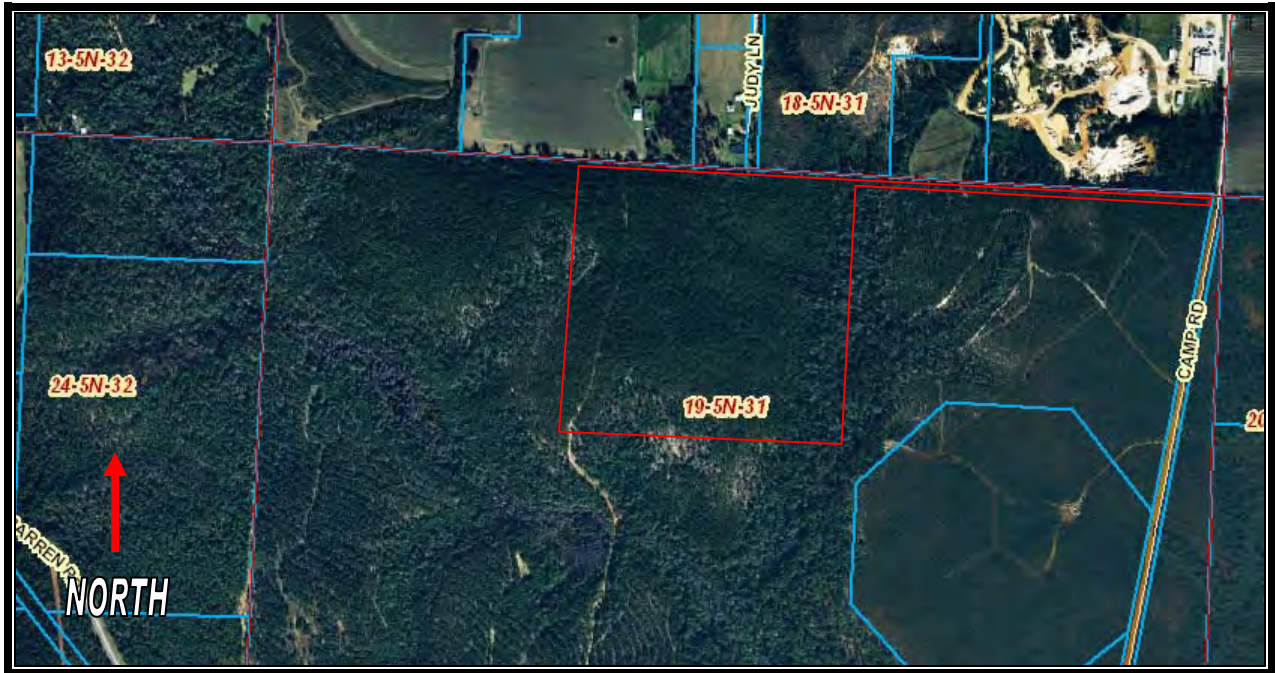
TAX ID 85-8013888011C-3
 FED ID 59-6000-598

APPROVED BY

Original Purchase Order



AERIAL MAP OF THE AREA TO BE ACQUIRED





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1611

County Administrator's Report Item #: 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2011

Issue: Approval of Contract for Video Streaming Services with SwagIT Productions, LLC

From: David Musselwhite, Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Agreement with Swagit Productions, LLC, for Video Streaming Services - David Musselwhite, Information Technology Department Director

That the Board approve and authorize the County Administrator to sign the Agreement for Video Streaming Services with Swagit Productions, LLC, of Plano, Texas, for an upfront amount of \$4,885 and a monthly service fee of \$1,825, which will replace the existing in-house video streaming services with a hosted solution that will provide 24 hours a day, 7 days a week continuous streaming of the Escambia County Television Programming and on-demand video streaming of the Board of County Commissioners' Meetings that are indexed to the published meeting Agendas.

The County Attorney's Office has requested that the Board be made aware of the following language in the Agreement:

Section 8 General Provisions - Sub-section 8.3 Attorney's Fees. If suit of action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by appellate court.

[Funds are available in the Fiscal Year 2011/2012 Budget]

BACKGROUND:

The County has offered video streaming of the BCC meetings for many years. This Agreement will replace the existing in-house video streaming service with a hosted solution that will provide 24x7 continuous streaming of the Escambia County TV programming, on-demand video streaming of the BCC meetings that are indexed to the published meeting agendas.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved this Agreement with the proviso that the 8.3 Attorney's Fees be noted on the face of the recommendation.

PERSONNEL:

This system will be implemented using the existing Information Technology staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Department of Information Technology will coordinate this implementation with the Office of Public Information and the County Administrator's Office

Attachments

Agreement

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

BETWEEN

**ESCAMBIA COUNTY
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services ("Agreement") is made by and between Escambia County, Florida ("County"), with offices at 221 Palafox Place, Pensacola, Florida 32502, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 850 Central Parkway E., Suite 100, Plano, Texas 75074, effective as of the date written below.

RECITALS

- A. The County desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the County desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider agree as follows:

1. **SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby incorporated as part of this Agreement. All of the terms and conditions set forth and pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and Equipment set forth in Exhibit "A" and as described herein for the following amounts:

(a) A one-time charge not to exceed:

(i) **Four Thousand Five Hundred Eighty-Five and No/100 Dollars** (\$4,585.00) for Swagit EASE hardware/software and other related (including, without limitation, Remote Installation and additional upfront costs) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*");

(ii) **Three Thousand Two Hundred Fifty and No/100 Dollars** (\$3,250.00) for Swagit EASE hardware/software costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*") and to be placed at the emergency services location;

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the Director, the County shall pay to provider a monthly fee in the amount of **One Thousand Eight Hundred Twenty-Five and No/100 Dollars** (\$1,825.00) thereafter for on-demand and live video streaming (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

2.2 Except as set forth herein, payments will be processed on a monthly basis with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.

2.3 Should the County fail to pay any invoice that is outstanding more than 60 days, a 10% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the County as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of

Provider's agents or employees as an agent, employee or representative of the County. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the County in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

Reports to the County. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the County and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the County and the rights of the County, as set forth in the Scope of Services, and the right of the County to audit Provider's records.

Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by laws, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) it has the right and authority to sell the software to the County; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the County.

Warranty. Provider warrants that: (i) any streaming sever hardware provided by Swagit (as identified and described in the Scope of Services, page 3, "*Streaming Video Hardware*") not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the County's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the County, for the life of the contract; and (iv) in the event of a complete hardware failure within the warranty period, Provider shall overnight replacement parts and/or a new server at its sole expense.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the County's Authorized
Representative:

David Musselwhite
Information Technology
Escambia County
221 Palafox Place
Pensacola, Florida 32502
850/595-4993

To Provider:

David Owusu
Director of Streaming Media
Swagit Productions, LLC
850 Central Parkway East, Suite 100
Plano, Texas 75074
800/573-3160

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the County, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no

way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3. Professional Liability \$1,000,000

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be declared to and approved by the County. If not approved, the County may require that the insurer reduce or eliminate such self-insured retentions with respect to the County, its officers, agents, employees, and volunteers.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:
 - a. Escambia County, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.

- b. The Provider's insurance shall contain broad form contractual liability coverage.
 - c. The County, its, officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
 - d. The Provider's insurance coverage shall be primary insurance with respect to the County, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
 - e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - g. The policies shall contain a waiver of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the County.
2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the County.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be amended, suspended, voided or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the County. Such notice shall be sent directly to:
- David Musselwhite**
Information Technology
Escambia County
221 Palafox Place
Pensacola, Florida 32502
- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Florida and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the County before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **David Musselwhite, Information Technology, Escambia County, 221 Palafox Place, Pensacola, FL 32502.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The County shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies **or** Provider shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the County Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the County;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the County;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the County as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the County may declare Provider in default under this Agreement. The County shall provide written notification of the Event of Default and any intention of the County to terminate this Agreement. Upon the giving of notice, the County may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the County; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The County may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the County, and that if the County allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the County be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the County in the event of termination of this Agreement for default, or in the event the County exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the County the balance upon written demand from the County.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Florida. Provider hereby submits itself to the original jurisdiction of those courts located within Escambia County, Florida.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the County or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of County and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. If the Board of County Commissioners does not appropriate funds to continue this Contract and pay for charges hereunder, the County may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the County's payment obligations hereunder. The County agrees to give written notice of termination to the Provider at least ninety (90) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice.

8.10 Public Records. The Provider 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 Provider 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 Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract.

8.11 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the County. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The County shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the County for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the County and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.12 Waiver. No failure to enforce any condition or covenant of this Agreement by the County shall imply or constitute a waiver of the right of the County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.13 Discrimination. In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

8.14 Ownership of Information. Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by the Provider in connection with this Agreement shall become the exclusive property of the County. Provider may keep copies of such documents for its records.

8.15 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the County and Provider, and their respective legal representatives, successors, and assigns.

8.16 No Third Party Beneficiaries: This Agreement and all of its provisions are solely for the benefit of Provider and the County and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or utility.

8.17 Survival of Covenants: Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the County. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.

9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the County, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the County to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.

9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the County, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

10.1 Length. This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than ninety (90) days prior to the end of the then current term.

Escambia County

Swagit Productions, LLC

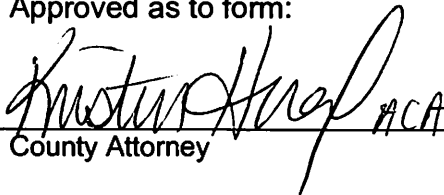
Charles R. Oliver, County Administrator

Bryan R. Halley, President

Witness

Witness

Approved as to form:



County Attorney

ACA 10/13/11 Date of Execution:

EXHIBIT A
SCOPE OF WORK

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Myspace, ABC and NBC/Universal.

EASE Solution

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format will exclude Apple users*.

•Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

•Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

•Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	1U Server	\$3,250.00 ea.
Viewcast Osprey-240e Video Capture Card with Simulstream Software, Microsoft Windows Server 2008 Web Edition/OS Installation, Swagit EASE, Encoder Software Installation, System Burn-in, Rackmount Kit (4 posts-universal), AT&T U-Verse Compatible, includes up to 9 internal users		
Total Hardware for Solution	Qty: 2 1U Servers @ \$3,250.00 ea.	

Additional Upfront Costs

Branded Video Library Design, Branded Player Design	\$960.00
Remote Install (one day)	\$375.00

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 1 – Up To 60 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Video Podcasting of Specialty content, and up to 15 hours of additional specialty content per month (No staff involvement—Hands Free)	\$1,825.00

Optional Services

Optional Services/Overages/Individual Pricing	Cost
Each Additional Edited and Indexed On-Demand Meeting	\$150.00/meeting
Each Year of Storage Beyond 36 Month Window	\$150.00/per year
Programming, Development or Design Implementation	\$120.00/hour



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1612 County Administrator's Report Item #: 12. 1.
BCC Regular Meeting Discussion

Meeting Date: 10/20/2011
Issue: 2012 Legislative Requests
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2012 Legislative Requests - Charles R. "Randy" Oliver,
County Administrator

That the Board authorize the County Administrator to submit the 2012 Legislative Requests to the Northwest Florida Legislative Delegates with the intent and hope that the items will be reviewed in the approaching session. (Please note, this is a final Draft. The final Legislative Agenda will be distributed under separate cover before the meeting.)

BACKGROUND:

As an annual process, Escambia County submits selected issues and federal project requests to the Florida Panhandle Legislative Delegation with the intent and hopes that items will be reviewed in the approaching session. The intent is to request assistance on existing and/or future funded growth management and federal projects.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Coordination with State and Federal Agencies will be based on Project and Policy Request results.

Attachments

2012 Legislative Requests

Dear Senators and Representatives,

Escambia County understands the State of Florida's present economic situation. There are minimal or no opportunities for financial appropriations for local projects. We, however, appreciate the opportunity to submit reservations and support for proposed House and Senate Bills and Federal project requests that will financially benefit or stimulate regional and local economies.

Please note the following efforts we support and oppose by the legislature. We understand that continued support will need a commitment from local avenues to ensure success. Please advise us how we can assist or offer any additional information. Only through cooperation can we accomplish our goals and objectives for the citizens we serve.

Respectfully Submitted,

Charles R. "Randy" Oliver

Charles R. "Randy" Oliver, County Administrator

Larry M. Newsom

Larry M. Newsom, Assistant County Administrator

Escambia County Florida
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4946

 *myescambia*

LEGISLATIVE "proposed" BILLS & POLICY REQUESTS

1. Congressional SB 1400 - Support - Oil Spill impacted counties receiving funds to mitigate for Economic Development, Environmental Damages, and Tourism Lost Revenues.
2. Support - Library request for \$500,000 allocation for Molino Library.
3. Support - DEP Administrative Hearing Process for Cease-and-desist Orders.
4. Support - Senator Gaetz's bill, from last year, that allocated \$30 Million (\$10 per year) to area Economic Development.
5. Support - Amending the law for the Northwest Florida Corridor Authority to include all funding strategies.
6. FS 1013.30 - Oppose - Repealing existing State Statute requiring Universities to fund any and all off-campus infrastructure concurrency improvements (sidewalks, turning lanes, traffic signal, etc.).
7. SB; HB - Oppose - Legislation limiting the discretion of the first appearance judge, requiring written reports and certification of defendants for release and eliminating the presumption of release on on-monetary conditions.
8. Oppose - Any proposal to reallocate Transportation Trust Fund dollars; doing so will

reduce Local Roadway and Transit Projects within the FDOT Five (5) Year Work Plan.

9. Support - 2012 Local Projects submittals for the Transportation Reauthorization Bill (SAFETEA-LU):
 - Project: I-10 Beulah Interchange/Beltway PD&E Study
 - Project: Construction Funds - Nine Mile Road (US 90 Alt) 2-Lane to 4-Lane Project
 - Project: Construction Funds - Creighton/Burgess Road Extension (SR 742) Four Lane Project
10. FS 343.80 - 343.89 - Support - Amending existing State Statute to include clear language to support the Regional Transportation Finance Authority (RTFA) concept providing optional funding strategies beside primarily toll facilities. This approach will reduce the gap between Transportation Funding needs and the existing Funding Revenues. *Positive Impact is increasing the number annual roadway capacity projects, stimulating local economies with labor and professional jobs.*
11. HB; SB - Support any Legislation offering roadway project priority incentives to any local agency offering a financial partnership with FDOT to improve capacity on state facilities. *Positive Impact will encourage local agencies to adopt local tax or other measure to get more roadways funded.*
12. HB; SB - Oppose any attempt that requires regular, mandatory inspections of septic tanks and/or the septic tank evaluation program.
13. HB; SB - Support efforts that allow governmental entities to use their public website for legally required advertisements and public notices in lieu of newspaper advertisements.

14. HB; SB - ~~Oppose~~ legislation that would amend the Competitive Consultant Negotiation Act (CCNA) to allow for award of constitutional contracts based on price.

15. HB; SB - ~~Support~~ legislation which reduces medical expenditures to county detention facilities to 110 percent of the Medicare rate for all inmate medical care.

16. HB; SB - ~~Oppose~~ legislation that would weaken or dismantle Pre-Trial Service Programs resulting in significant jail population increases.






17. ~~Support~~ - Legislation to implement local funding incentives for partnerships on State Roadway Capacity Projects.

18. ~~Support~~ - Requesting that the Dedicated Affordable Housing Funds remain in the State Housing Trust Fund to assure continued funding for the State Housing Initiatives Partnership (SHIP) Affordable Housing Programs.

19. SB;HB - ~~Oppose~~ non-homestead associated cap.

20. SB;HB - ~~Oppose~~ Legislative or constitutional restriction on County authority to determine local tax burdens or financial commitments.

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

COMMISSIONER	DISTRICT	E-MAIL ADDRESS
 Kevin White (Chair)	#5	KWWHITE@co.escambia.fl.us
 Wilson Robertson (Vice-Chair)	#1	221 Palafox Place, Ste. 400 Pensacola, FL 32502 850-595-4950 WROBERT@co.escambia.fl.us
 Gene Valentino	#2	221 Palafox Place, Ste. 400 Pensacola, FL 32502 850-595-4930 GVALENTE@co.escambia.fl.us
 Marie Young	#3	221 Palafox Place, Ste. 400 Pensacola, FL 32502 850-595-4920 MYOUNG@co.escambia.fl.us
 Grover Robinson, IV	#4	221 Palafox Place, Ste. 400 Pensacola, FL 32502 850-595-4940 GROBINS@co.escambia.fl.us

ESCAMBIA COUNTY
FLORIDA



2012
LEGISLATIVE
REQUESTS



CHARLES R. "RANDY" OLIVER
COUNTY ADMINISTRATOR
CROLIVER@CO.ESCAMBIA.FL.US
850-595-4946



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1632

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

BCC Regular Meeting

Discussion

Meeting Date: 10/20/2011

Issue: Ice Flyers Lease

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Lease Agreement between Pensacola Ice, LLC, and the Escambia County Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Lease between Pensacola Ice, LLC, and the Escambia County Board of County Commissioners, providing for an exclusive right to present ice hockey in the Pensacola Civic Center, commencing on April 15, 2012, until the end of the 2012/2013 hockey season with a two-year extension available upon mutual agreement of the parties.

BACKGROUND:

On August 4, 2011 the Board directed staff to renegotiate the existing lease with the Pensacola Ice Flyers. The new lease includes the following:

- A lease for the 12-13 hockey season; then 2 years after that by mutual agreement.
- A total of a \$3 facility fee on the ticket. This represents an increase of \$1.75.
- The elimination of the \$5 paid parking.
- An agreement not to ask the County for any waiver of fees through the term of the agreement. If the County grants any waiver of fees, the cost will be born by the County's 4th Cent Tourist Development Tax.
- An agreement that any proceeds the Ice Flyers receive from their BP claim will be turned over to the County and in exchange the capital improvements necessary to sustain ice hockey will be paid from Local Option Sales Tax.
- The dates for two hockey games may be moved to accommodate other events without charge at the discretion of the Civic Center management upon due notice. The cost after this will be \$7,500 per move.
- The Ice Flyers may schedule and sell up to 12 "public skating" sessions and retain any revenue from these sales.
- A termination provision for either party if notified by January 1st to be effective the following season.
- An agreement for the team to provide the County audited financial statements at the end of each year or in lieu of audited financial statement a copy of their most recent tax return.

Please note while the terms have generally been agreed upon, we do not have an executed Lease yet from the Ice Flyers. Consequently, there may be some minor changes.

BUDGETARY IMPACT:

The increase in net revenues is estimated at \$75,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease

PENSACOLA CIVIC CENTER ICE HOCKEY LEASE

THIS LEASE is made and entered into as of this ____ day of _____ 2011, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "Escambia County"), and Pensacola Ice, LLC, Federal Tax Identification Number (FTIN) 27-0267412, a New Jersey limited liability company, whose address is 2821 Dune Drive, Avalon, NJ 08202 (hereinafter referred to as "Team"), and SMG Corporation, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "Management Company").

WITNESSETH:

WHEREAS, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, Team desires to use the Pensacola Civic Center for the presentation of professional ice hockey and Escambia County believes such use is beneficial to the community; and

WHEREAS, on or about July 9, 2009, the parties entered into a Lease Agreement setting forth material terms and conditions associated with Team's use of the Pensacola Civic Center;

WHEREAS, the parties wish to revise certain substantive terms of the prior Lease Agreement and enter into this Lease Agreement, which is intended to supersede the prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, Escambia County and Team hereby agree as follows:

1. **Purpose.**

This Lease Agreement hereby supersedes in its entirety the prior Lease Agreement by and between Escambia County, Pensacola Ice, LLC, and SMG Corporation, dated July 9, 2009.

Escambia County contracts with Team and grants to it an exclusive license for the use of the Pensacola Civic Center to present professional ice hockey by its Team or other professional ice hockey teams. Team contracts with Escambia County and

accepts an exclusive license to present professional ice hockey by its Team or other professional ice hockey teams for the benefit of the community.

2. Definitions.

As used in this Lease the following terms shall have the following meanings:

a. "Actual Expenses" shall mean any charges or expenses for Event Staff incurred by Escambia County to provide use of the Ice Facilities.

b. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of:

1. Threatening the life, health and safety of the public; or
2. Damaging and destroying property; or
3. Disrupting services and everyday business and recreational activities.

c. "Event Staff" shall mean all house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), and security (uniformed security and in-house security). Event Staff may be either Pensacola Civic Center employees or independent contractors. Event Staff includes parking staff, production staff, maintenance staff and zamboni drivers.

d. "Governmental Impositions" shall mean all taxes, assessments, impact fees, transit taxes, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien on the Pensacola Civic Center.

e. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County, the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be effective.

f. "Gross Ticket Sales" shall mean all income received by Team directly from the sale of ice hockey tickets. Complimentary tickets shall not be included in the calculation of Gross Ticket Sales.

g. "Hockey Camps" shall mean ice hockey skill building camp for members of the public.

h. "Hockey Season" shall mean a minimum of 28 home games, plus any playoff or exhibition games, or whatever length of season and number of games required by the SPHL beginning October 15th and ending the day the last game is played but in no event later than April 15th of each year, or as otherwise may be adjusted by mutual agreement of the parties hereto.

i. "Home Ice Hockey Games" shall mean all professional ice hockey games played in the Pensacola Civic Center.

j. "Ice Hockey Area" shall mean the areas identified in Exhibit A, which include: 1) the ice area; 2), locker/dressing rooms for the team, visiting team, performers, game officials; and 3) a club room. The location of a medical room, space for members of the press, and equipment storage room shall be designated by Management Company and shall also be collectively referred to as a part of the Ice Hockey Area.

k. Ice Facilities shall mean the necessary facilities and equipment for the Pensacola Civic Center to accommodate the presentation of professional ice hockey and ice related activities and events.

l. "Lease" shall mean this instrument and any exhibit or document attached hereto or specifically incorporated by reference herein.

m. "Net Ticket Sales" shall mean Gross Ticket Sales less taxes, Facility Fees and other future charges required by Governmental Regulations.

n. "Notice" shall mean delivery in accordance with Paragraph 26.

o. "Other Staff" shall mean other personnel required for special needs related to ice events such as stewards, riggers and stagehands and other additional security and event personnel as may be requested by the Team in writing.

p. "Paid Attendance and Average Paid Attendance shall mean the actual number of paid attendees, but shall not include comp tickets or season ticket holders not in attendance at the game.

q. "Parties" shall mean Team and Escambia County.

r. "Professional Staff" shall mean all hockey team members, coaches, public address announcer, scoreboard operator, and statisticians/scorekeepers.

s. "Season Ticket" shall mean 28 game package regardless of the number of buyers per package.

t. "Training Camp" shall mean ice hockey skill building camp for Team players.

u. "Weekend Dates" shall mean Friday and Saturday.

3. Term and Extension.

The effective date of this Lease shall be April 15, 2012, and shall remain in effect until the end of the 2012-2013 Hockey Season. Upon mutual agreement of the Parties, said lease may be extended for a term of two years to expire following the 2014-2015 Hockey Season.

4. Permitted Use of Hockey Area and Ice Facilities.

a. During Hockey Season. Team shall have the right to use the Ice Hockey Area solely for the purpose of conducting live professional ice hockey games by Team or other professional ice hockey teams, Training Camps, promotional events, and team practices. Any other uses by Team shall require separate agreement with Escambia County. Team acknowledges Escambia County may, at its discretion, use the Ice Facilities at other times during the Hockey Season for the presentation of ice shows, public skating, skate rental, youth ice hockey games and activities without interference with the presentation of professional ice hockey by Team; however, Management Company may schedule youth ice hockey games and activities on the same days that Home Ice Hockey Games are played only with the consent of the Team. Team acknowledges other portions of the Pensacola Civic Center may be rented to members of the public for private use for a fee during Hockey Season without interference with Team's presentation of professional ice hockey. Escambia County retains the right to any revenues generated from all ice shows, public skating, skate rental, youth ice hockey games and activities, private rental or other events other than the presentation of professional ice hockey by Team. Team retains the right to any revenues generated from Team promoted promotional events related to ice hockey during Hockey Season pursuant to terms and conditions of a separate agreement to be mutually agreed upon by the Parties, but in no case shall the cost for such use exceed the hourly rate for ice rental charged to the general public.

b. Presentation of Professional Hockey. The presentation of professional ice hockey in any form, during Hockey Season, involving any team, including any NHL team, shall first be presented to Team, who shall have the right of first refusal to coordinate, arrange for, share in, or otherwise receive the proceeds from

such a scheduled event should they so elect. Team shall exercise such right within five (5) business days after the Management Company presents such an offer to it.

c. **Team Public Skating Sessions.** Management Company shall offer up to twelve (12) public skating sessions to Team during the Hockey Season. Use of Ice Facilities for Team public skating sessions will be based upon availability as determined by Management Company and all sessions must be scheduled at least five (5) business days in advance. Each session shall be 90 minutes in duration. Team shall pay for all necessary Event Staff as determined by Management Company. A maximum of 175 tickets may be sold per session at the current rates as determined by Management Company. The County through its Management Company shall be the primary distributor and trustee for all tickets. All tickets must be sold at the box office in the Pensacola Civic Center or through a bonded ticket printing company, such as Ticketmaster. Team retains the right to any ticket sale revenues generated from Team public skating events, excluding related Event Staff expenses and applicable sales taxes. A full and complete accounting and settlement of all related revenues and expenses will be conducted by Management Company on a monthly basis.

5. Management Company.

Team acknowledges Escambia County is currently under contract with SMG Corporation, and/or its affiliates, and may in the future contract with other management companies (hereinafter collectively referred to as "the Management Company") for day to day management of the Pensacola Civic Center. As a part of its existing contract with Management Company and with future Management Companies, Escambia County may allocate a portion of its Ice Hockey Fees and Expenses as defined in Paragraph 6 to its Management Company. Any future contracts entered into by Escambia County with a Management Company shall not conflict nor interfere with the terms and conditions of this Lease. This Lease shall be amended in writing to identify any future Management Company in the event the existing contractual relationship with SMG Corporation is terminated.

6. Ice Hockey Fees and Expenses.

a. Rent, Box Office Charges, Credit Card Fees and Event Staffing Expense. Team agrees to pay Escambia County: 1) Two Thousand Dollars (\$2,000.00) per game as rent, plus three dollars (\$3.00) per ticket sold; 2) all applicable credit card fees incurred by County's box office. Team agrees to pay any applicable sales tax on Rent, which may be due.

Team agrees not to request that the County grant a waiver, in whole or in part, for any applicable fees and expenses referenced above. Should County unilaterally grant Team a waiver of any fees or expenses said amounts shall be paid by

County to SMG with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

As additional compensation, Team agrees to pay Escambia County any and all amounts paid by BP America, Inc., or any other party, for losses claimed by Team as a result of the oil spill incident that occurred in the Gulf of Mexico on or about April 20, 2010, involving the Deepwater Horizon oil rig.

b. Capital Improvements. Any and all eligible costs incurred for capital improvements associated with the presentation of ice hockey and ice related activities and events shall be paid with funds allocated from Local Option Sales Tax revenues unless the Parties should mutually agree to otherwise fund such improvements by increasing applicable fees or expenses paid by Team.

c. Staffing Expenses. Team shall provide and pay for all Professional Staff. Except as otherwise provided in paragraph 4(c), Escambia County shall provide and pay for all Event Staff. Other Staff shall be mutually agreed to by the Parties under separate agreement.

d. Office Space Fee. Team shall not be charged a fee for use of office space as shown on Exhibit B. Any loss or damage to personal items stored in any available office space shall be the sole responsibility of Team. Team shall remain responsible for all telephone, renovation and maintenance expenses associated with operation of the office space. Utilities are included as part of the Office Space Fee.

e. Meeting Room Fee. Team shall not be charged a fee for periodic use of meeting rooms for ice hockey related activities as shown on Exhibit B on an "as available" basis with reasonable Notice to Management Company of the need for such use. Any loss or damage to personal items stored in any available meeting room shall be the sole responsibility of Team.

f. Club Room Fee and Revenues. Team shall not be charged a fee for use and operation of a Club Room during ice hockey games. Team shall have the exclusive right to sell memberships to the Club Room and retain all revenues earned from the sale of memberships.

Escambia County shall have the exclusive right to sell food and beverages in the Club Room at all times and shall retain all revenues earned therefrom. The Parties acknowledge Escambia County may contract with its Management Company to share any revenues earned through beverage sales in the Club Room. In the event Escambia County should decide not to provide food and beverage service in the Club Room, Team may elect to provide for food and beverage service in the Club Room. Escambia

County shall notify the Team by June 1st preceding the beginning of the Hockey Season if it should decide not to provide food and beverage service in the Club Room.

Access to the Club Room and other meeting rooms in the Civic Center that may be utilized by the Team for special promotional pregame events will be made available one and one-half hours prior to game time or such other times as mutually agreed to by Team and Management Company.

g. Press Room. Team shall not be charged a fee for use and operation of a Press Room. The Parties shall agree upon a location of the Press Room. The Press Room shall be used to accommodate the needs of the press during Home Ice Hockey Games. Notwithstanding Paragraph 6(m), Team shall have a right to distribute food and beverages to members of the press located in the Press Room free of charge. Team agrees it shall remain responsible for the cost of all food, if any, utensils, plates, clean up, etc. as well as all other expenses related to accommodating the needs of the press during Home Ice Hockey Games and pay Escambia County clean up labor costs incurred by Management Company if not done.

h. Parking Space. Team shall be allocated One Hundred Fifty (150) parking spaces free of charge in a designated area for use during all Home Ice Hockey Game days and ten (10) spaces during all other times unless otherwise required for parking of oversized vehicles related to other events at the Pensacola Civic Center upon reasonable Notice from Management Company.

i. Center Hung Scoreboard and Available Permanent Signage Advertising Revenues. The Team shall have the right to sell advertising packages on the center ice scoreboard and available permanent signage for the term of this Lease. It is understood and agreed by the parties that Escambia County is not a partner or co-venturer with the Team as it relates to any advertising packages sold by the Team under this section nor does Escambia County in any manner pledge the County's credit or obligate the County to pay any public funds upon the default of the Team to a third party advertiser. If sold by Team, the Team and Escambia County shall share any and all rights to advertising revenue generated from advertising on the permanent scoreboard over the center of the ice rink and all revenues generated from the sale of other available permanent signage advertising sold by Team on the basis of a sixty -five percent (65%) to Team and thirty -five percent (35%) to Escambia County. If sold by County/Management Company, Escambia County shall retain all rights to advertising revenue generated from advertising on the permanent scoreboard over the center of the ice rink and all revenues generated from the sale of other advertising sold by County/Management Company. It is agreed and understood by both Parties that the center ice scoreboard shall be the sole property of Escambia County, and the use thereof shall return exclusively to Escambia County if this lease shall terminate.

All advertising sales on the center hung scoreboard and available permanent signage shall be submitted to Escambia County through the Management Company for review and approval. Escambia County through the Management Company reserves the right to disapprove of any advertising incompatible with the public use of the Pensacola Civic Center. Escambia County through the Management Company agrees to promptly notify Team of its approval, which shall not be unreasonably withheld.

The Parties understand that Escambia County reserves the right to continue in effect the existing product exclusivity permanent signage packages for soft drink products in and on the property of the Pensacola Civic Center. Should the Team wish to sell a product exclusivity for signage on the permanent center ice scoreboard or other signage sold by the Team, such agreement must be approved in writing by Escambia County and the Management Company, prior to the Team entering into such an agreement.

Escambia County will be under no obligation to use products or services provided by any center ice scoreboard or other Team advertiser unless mutually agreed to by all Parties prior to the execution of a contract.

j. Novelties and Souvenirs Sales & Proceeds. Escambia County agrees to grant Team the exclusive right to sell all ice hockey team related merchandise, novelties and souvenirs and the souvenir game program magazine at all professional ice hockey games played in the Pensacola Civic Center. Team agrees it shall remain responsible for the cost of all ice hockey team related merchandise, novelties and souvenirs and the souvenir game program magazine and novelties as well as all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of all items sold by Team. Team agrees to be responsible for set-up, take-down, storage and clean-up of all novelty stands unless used by Management Company, its employees or agents. Escambia County reserves the right to restrict the sale by Team of any items deemed by Escambia County to be incompatible with a "family" event brought to the attention of Escambia County. Team shall provide its own charge card terminal for the sale of goods. Team shall be allowed to use the Management Company novelty stands for the sale of goods.

k. Temporary Signs and Banner Advertising. Escambia County agrees to grant Team the exclusive right to sell all temporary signs and banner advertising at all of its Home Ice Hockey Games in the Pensacola Civic Center. Team agrees it shall remain responsible for the cost of all temporary signs and banners as well as all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of advertising. Team shall have the right to retain 100% of all revenues generated from such sales.

Temporary signs and banners are defined as non-electronic signs, which do not interfere with the visibility of permanent signs and are made of cloth, canvas or similar materials and meet all Governmental Regulations. These temporary signs and banners may only be displayed inside the ice hockey seating areas and outside concourses in locations approved by Management Company prior to pre-season sale. Said approval shall not be unreasonably withheld by Management Company. Team shall not be allowed to cover any of Escambia County's permanent signage nor permit advertising on temporary signs and banners by a competitor of an entity currently under contract with Escambia County for year-round product exclusivity permanent signage. Team is prohibited from granting rights of exclusive product sales in the Pensacola Civic Center as a part of Team's temporary signage agreements unless mutually agreed to by the Parties.

Team agrees to offer Escambia County's current permanent signage advertisers the right of first refusal for product category advertising on Team's temporary signs and banners. Escambia County's current permanent signage advertisers shall have two (2) weeks after the right of first refusal is offered to accept by giving Notice to Team. Escambia County reserves the right to approve products endorsed by temporary advertisers, such approval shall not be unreasonably withheld or delayed. Team shall be responsible for the production of and putting up and removing of all temporary signs and banners immediately before and after each Home Ice Hockey Game, except that 1) if the locations for hanging the banners are in areas of the facility to which Escambia County does not permit access due to unsafe conditions; or 2) if there are no scheduled events between Home Ice Hockey Games. In the event Team is not permitted to access areas for removal of temporary signs and banners, Management Company's employees shall hang the banners and Team shall reimburse Escambia County for the costs associated with such banner hanging.

I. Dasher, Zamboni and Ice Advertising Proceeds. Team shall have the exclusive right to advertise and to retain all revenues generated from the sale of ice hockey dasher board signage, zamboni signage and ice floor signage. Team agrees it shall remain responsible for the cost of all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of advertising on dasher boards, zamboni and the ice floor. However, Escambia County agrees to pay for any expenses related to ice removal and restoring the ice to the condition in which it existed prior to removal. Escambia County agrees to remain responsible for damage caused to dasher signs during set-up and take down, except for normal wear and tear.

It is understood and agreed by the parties that Escambia County is not a partner or co-venturer with the Team as it relates to any advertising sold by the Team under this section nor does Escambia County in any manner pledge the County's credit or obligate

the County to pay any public funds upon the default of the Team to a third party advertiser.

m. Program and Television Proceeds. Team shall retain all rights and revenues for radio and television broadcasting for all Home Ice Hockey Games and shall be allowed to broadcast or telecast its Home Ice Hockey Games from within the Pensacola Civic Center. Team shall remain responsible for payment to Escambia County for any Actual Expenses in excess of Rent due incurred by Escambia County in order to accommodate radio and television broadcasting. Escambia County agrees that Team has the exclusive right to use, distribute or license any performance by the Team or individual players under this Lease for any form of broadcast or telecast, including Pay TV and Cable TV, and any form of cassette or cartridge system, or other means of video or audio distribution known or unknown. Team shall not be charged an origination fee for any broadcasting from the Pensacola Civic Center.

n. Concession Sales of Food and Beverages. The rights to the sale and distribution of all food and beverage at all times are reserved to Escambia County. Neither Team nor any other person or entity shall sell or otherwise distribute any and all food, soft drinks, confections, tobacco, alcoholic beverages or other food in the Pensacola Civic Center except with the express written permission of Escambia County or as provided in Paragraphs 6 (e) and 6 (f) herein.

7. Schedule.

a. Home Ice Hockey Games. The parties agree Team shall play a minimum of 28 ice hockey games or the number of games required by the SPHL in the Pensacola Civic Center. In accordance with SPHL requirements, Escambia County shall give Team an original list of available dates for required submission to the SPHL each year. The list of available dates may include up to 20 weekend dates. Escambia County shall have the right to schedule other events for dates during the Ice Hockey Season that are not on the original list.

Team shall notify Escambia County immediately but no later than five (5) business days after it receives its tentative and final schedule of season games from the office. If, after receiving the tentative or final schedule, Escambia County wishes to schedule an event that conflicts with a date scheduled for one of Team's Home Ice Hockey Games, Escambia County shall notify Team, who in turn shall contact the SPHL. Team and SPHL shall cooperate with Escambia County to resolve the conflict; and Team shall accommodate all requests to reschedule a Home Ice Hockey Game appearing on the final SPHL schedule of season games.

County may, in its sole discretion, schedule an event on two (2) dates during the Hockey Season without payment of compensation for any lost revenue upon providing

45 days notice to Team. In the event County schedules an event on more than two (2) dates during the Hockey Season and Team must reschedule a Home Ice Hockey Game to a weekday, Team shall be compensated for any lost revenue up to but not to exceed \$7,500.00.

b. Playoff Games. At the request of the SPHL, Team and Escambia County through its Management Company agree to negotiate in good faith scheduling of dates for playoff games upon reasonable notice from the SPHL League. The Parties agree to discuss the availability of weekend dates to reasonably accommodate playoff game and begin scheduling playoff games as soon as possible.

c. Team Practices. Team and its visiting team shall schedule team practices and Training Camps in the Ice Hockey Area on an "as available" basis with reasonable Notice to Escambia County.

In the event that Hockey Team fails to inform the building of a canceled practice, for which the building had to convert overnight, the Hockey Team will be responsible for remitting to the building the difference between the over-night crew costs and the cost of a normal crew working normal business hours.

8. Tickets.

a. Pricing and Policy. Team shall have the right to establish the base price of Home Ice Hockey Game tickets. Any discounted or reduced price tickets shall be noted in the ticketing system. Escambia County's box office will not accept personal checks unless agreed to in writing by Team, but will accept cash and select credit cards for tickets sales to Home Ice Hockey Games. Team agrees to accept responsibility for paying Escambia County for any bad credit cards which have received authorization codes by a credit card company. Escambia County agrees to use due care in acceptance and verification of checks and credit cards unless otherwise advised in writing.

Team shall not sell or distribute in any fashion, tickets or passes unless otherwise provided herein. In any event, Team agrees to not sell or distribute in any fashion, tickets or passes in excess of the seating capacity of the Pensacola Civic Center for any Home Ice Hockey Game. Escambia County and its Management Company reserve the right to establish seating and ticket sale capacity in the Pensacola Civic Center. Team agrees any seats with limited or impaired vision will be marked as "Obstructed View." Notwithstanding the foregoing, Escambia County agrees to not engage in any alterations or improvements that would result in a decrease in the current 7,702 permanent seats without Notice to Team.

Team shall retain the right to make a determination of on-site ticket refunds for reasonable cause only during its period of ticket sales. Reasonable cause includes, but is not limited to, seats blocked by equipment or failure of the Ice Hockey Games to begin within a reasonable time after the scheduled starting time. Escambia County through its Management Company and Team shall cooperate and return refunds from the proceeds of ticket sales if due to act of God or other Emergency it becomes necessary to evacuate or close the Pensacola Civic Center before completion of a Home Ice Hockey Game provided the Home Ice Hockey Game is not otherwise rescheduled.

b. Computerized Ticketing. Escambia County shall be the primary distributor and trustee of all admission tickets, except for complimentary, Hockey Season tickets, and group ticket sales, unless otherwise provided herein. Escambia County shall purchase computerized tickets from a bonded ticket printing company, such as Ticketmaster, and said tickets shall be manifested, counted and distributed by Escambia County and Team as provided herein. Escambia County shall be responsible for providing any equipment necessary for ticket sales.

Escambia County through its Management Company shall maintain a box office in the Pensacola Civic Center, which shall be open during normal business hours Monday through Friday, and shall open on Home Ice Hockey Game days at 12:00 p.m. Saturdays and 2:00 p.m. Sundays for the sale of tickets, but in no event less than two hours before each Home Ice Hockey Game. Dates when tickets are placed on sale to the public shall be determined by mutual agreement between Team and Escambia County and shall not conflict with other Home Ice Hockey Games or events scheduled for the Pensacola Civic Center.

If Escambia County and Team agree to purchase ticket stock from a bonded ticket printing company in lieu of using Ticketmaster provided stock, then Team will agree to pay all associated charges for the stock and shipping. Team will be granted the exclusive rights to sell advertising on the ticket backs and retain all revenues less the associated charges. Escambia County and Team will jointly agree upon the amount of stock purchased and the distribution locations.

c. Hockey Season Ticket Sales. Team agrees to pay for the cost of preparation and printing of all season tickets and season ticket books.

Refunds for Hockey Season tickets, if any, in the event a Home Ice Hockey Game is cancelled shall be available from Team.

Both parties mutually agree to work together to provide VIP parking amenities according to industry standards.

d. Complimentary Tickets. Team shall provide Management Company with forty (40) complimentary tickets per Home Ice Hockey Game.

Team may allocate up to a maximum of One Thousand Five Hundred (1,500) tickets as complimentary tickets per game to be traded out by Team. A one-dollar (\$1.00) fee will be charged to the Team for every complimentary ticket printed in excess of 1,500 per game. The one dollar (\$1.00) fee will not be applied to complimentary tickets issued to the Management Company.

9. Payments.

A full and complete accounting and settlement of all rental, revenues and expenses will be conducted on a monthly basis. Escambia County shall pay Team any amount remaining after deducting from Net Ticket Sales sums to be paid by Team pursuant to the terms of Paragraph 6(a). Escambia County shall deduct sales tax and remit sales tax revenues to the appropriate governmental entity. All revenues from the last two home ice hockey games of the hockey season shall be held by Management Company pending final accounting and settlement of the terms and conditions set forth in the lease agreement.

10. Government Impositions.

Neither Escambia County nor its Management Company shall be responsible for payment of any Governmental Impositions associated with ticket sales and payments to other local, state or federal governmental entities unless sold by Escambia County's Management Company with the exception of the collection and remittance of sales tax on ticket sales by Management Company. Team shall be responsible for acquiring and shall pay the cost of any and all licenses and permits as may be required by authorities having jurisdiction over the Pensacola Civic Center and operations and activities therein.

11. Lost Articles.

Escambia County through its Management Company shall have the sole right to collect and have custody of, as gratuitous bailee, articles left, lost or checked in, on or about the Pensacola Civic Center by persons attending or participating in a Home Ice Hockey Game. Team shall not collect nor interfere with the collection or custody of such articles.

12. Parking.

The availability of parking shall not be deemed to guarantee security for the protection of personal property such as vehicles and their contents. Team, its employees and agents, all patrons, owners, tenants, team members or the public shall

park at their own risk and expense. Pensacola Civic Center security arrangements are such that only random patrols are made of parking areas. Management Company reserves the right to establish the price for all parking and to sell all available parking for home ice hockey games.

13. Performance Security.

Team shall remain responsible for payment of any Actual Expenses payable in the event Team plays less than the number of Home Ice Hockey Games required by the SPHL League during any Hockey Season in which a Home Ice Hockey Game is played unless due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God, or by any other cause that is unavoidable or beyond Team's control.

All personal property belonging to Team located in the Pensacola Civic Center shall be subject to a lien and a security interest to secure amounts owed Escambia County and any damages resulting from Team's breach of Paragraph 6(a) of this Lease.

14. Staffing.

Escambia County through its Management Company shall determine levels of Event Staff. In the event Team disagrees with the designated level of staffing, the parties may mediate the dispute. Event Staff shall be dressed and operate in a professional manner. Emergency Medical Services (EMS) personnel provided under the existing contract with Management Company, shall continue to provide medical and ambulance services as specified under contract for patrons only and is not available for use by injured ice hockey team players unless needed for immediate transport of injured ice hockey players. Such medical services are not intended for Professional Staff. Other contracted ice events shall provide for their own medical personnel and needs. Ambulance service for team members will be available as needed but such service should be summoned through E-911 so service for patrons is not left unattended.

As the hockey and other ice events develop, both Team and Escambia County shall bring in additional service personnel as required to provide support. Additional requirements common to both hockey owners and facility providers shall be coordinated between respective representatives as well as recognition by both of areas where economies can be affected.

In case a Home Ice Hockey Game is cancelled with less than 24 hours' notice, employees who report to work on time shall receive the minimum call in pay. All employees are Pensacola Civic Center employees and are supervised by the Management Company.

Team acknowledges that the cost of labor may increase over the term of this Lease and understands it will be charged according to the prevailing market rate in effect at the time of the Home Ice Hockey Games. Team further acknowledges some Event Staff may receive holiday pay at a higher rate for work performed on Holidays.

15. Admission to Pensacola Civic Center.

Team shall bear all liability for its hockey presentation, including but not limited to, spectator, patron, death or property damage resulting therefrom.

Escambia County through its Management Company reserves the right to evict persons from the Pensacola Civic Center for the following reasons:

- a. Excessive offensive, profane language, or threatening language to other guests or employees of the Civic Center.
- b. Public Drunkenness.
- c. Possession of firearms and controlled substances as defined by state law, fireworks, knives, horns, air horns, whistles, other irregular sound devices, bars, sticks, clubs, poles over 20", sling shots, fish nets or other net material, beach balls, frisbees, skateboards, roller skates, live pets---except seeing eye dogs or promotional items distributed by Team.
- d. Refusing to move from an area or seat for which the guest does not have access or tickets permitting access or entry into a restroom of the opposite gender.
- e. Violation of any law, ordinance, or local regulation.
- f. Possession of bottles, cans, squirt bottles, noise makers, or other containers not permitted in the arena unless provided for promotional purposes by Team.
- g. Failure to wear shoes, sandals or other protective foot covering.
- h. Throwing objects, spitting or dropping liquid/ice on seating areas below or from ramps onto surfaces below, on playing surface/stages, and outside of the arena unless provided for promotional purposes by Team.
- i. Possession of stolen tickets.
- j. Fighting or threatening to fight or disturbing the peace.
- k. Possession of any unauthorized banners or signs.

Escambia County through its Management Company reserves the right to approve all objects used for promotional purposes in Pensacola Civic Center. Said approval shall not be unreasonably withheld or delayed. Upon approval, Escambia County through its Management Company agrees to provide Event Staff to distribute promotional items with the understanding Team agrees to pay for Actual Expenses incurred.

For the purposes of public safety and effective crowd management, Escambia County and Management Company, at their discretion, may conduct a search of individuals attending Home Ice Hockey Games. The magnitude and intensity of the search will depend on the particular circumstances present.

If it is determined by Escambia County or its Management Company that a search is necessary for a particular Home Ice Hockey Game, Team will be required to pay for any additional staffing required. The number of staff may range from two to four attendants at each entry way to visually search patrons. The costs, as well as the exact number of staff (combination of police officers, peer group security, and door guards) to be used to search each patron by voluntary physical pat-down or with a metal detection device will be communicated to Team by Escambia County or its Management Company.

When determined by Escambia County or its Management Company that certain items might be brought into the Pensacola Civic Center, but the volatility of the crowd is low, a visual search may be performed at each entrance in the following manner. A visual scan of each patron as they walk by single file will be performed. The patron will be asked to open his/her coat or any purses or handbags, displaying the contents to the searcher. If an inappropriate item is found, the patron will be given the option to dispose of the items before entry or to return it to their vehicle. If the item is of an illegal nature, law enforcement will be brought in for investigation. This type of search is designed to be done as quickly and effectively as possible so that progress of the crowd is not slowed. A visual search of items may include, but not be limited to weapons of any type, illegal drugs, mace or pepper gas (except small containers on key rings), stun guns, beverage containers, coolers, wine skins, alcoholic beverages of any type, noise makers, recording devices, video recording equipment and cameras.

When it is determined by Escambia County or its Management Company the potential of inappropriate and illegal items being brought into the Pensacola Civic Center is high, a full search will be implemented which will include a series of "check points" that:

- a. Act as a crowd management tool in the egress of the patrons into events.

b. Run the patrons through a series of visual search points.

c. Search every patron by either physical pat-down (voluntary) or metal detection device for items not permitted in the facility (i.e. weapons, illegal drugs, explosive devices, alcohol, etc.).

The search is required for the safety of the patrons, the facility, Event and Professional Staff. If at any time a patron does not wish to be subjected to search, they may be denied access to the facility. If an item is found on a patron during the search, it is at the discretion of Escambia County or its Management Company whether admission to the Home Ice Hockey Game will be granted. If illegal items are confiscated or discarded, the patron will not get them back and law enforcement will be notified to investigate the matter. Patrons will be allowed to return legal inappropriate items to their vehicles.

16. Assumption of Risk.

Team, Escambia County, and Management Company understand and agree that at all times each party to this Lease shall bear responsibility for its agents' and employees' negligent acts occurring on or at the Pensacola Civic Center; provided however, Team expressly agrees to assume all risks inherent in the presentation of ice hockey and shall be responsible for all civil liability due to accidents, injuries, or death to persons or property damage of any kind occurring on or at the Pensacola Civic Center relating to such presentation.

No Team personnel or other personnel other than Management Company's rigging staff shall enter the upper structural areas above the top most seating areas under any circumstances, even if they were to be accompanied by Management Company's rigging staff. In the event this occurs inadvertently and injury or death of the unauthorized person occurs, Team shall accept total legal civil liability for this occurrence. Only qualified rigging personnel employed or under contract with Escambia County or its Management Company shall provide rigging services.

All personal property placed or moved into any area of the Pensacola Civic Center will be at the sole risk of Team including, without limitation, those arising from any environmental damage or liability, theft, and vandalism.

17. Default & Termination.

In the event of termination under subparagraph (a) or not timely cured under subparagraph (b), Escambia County shall have the right to collect all Rent and Actual Expenses from Team revenues from Net Ticket Sales, or may place a lien or take

possession of all Team's property in or upon the Pensacola Civic Center as well as other remedies available under Florida law.

a. This Lease shall be automatically terminated in the event of:

1. Assignment by Team for the benefit of creditors or if Team files bankruptcy.

2. Abandonment or discontinuation of operations hereunder.

3. A judicial decision invalidating this entire Lease or otherwise declaring this entire Lease unenforceable.

4. Assumption by the United States Government or any authorized agency thereof, or any other governmental agency other than Escambia County, of the operation, control or use of the facilities, or any substantial part, or parts thereof, in such a manner as substantially to restrict Team's operations for a period of thirty (30) calendar days or more. This Lease shall be automatically reinstated upon release or termination of any rights held by the United States Government or any authorized agency thereof, or any other governmental agency other than Escambia County.

In the event of termination by County under subparagraph (a), Team shall have thirty (30) days from the date of termination to vacate the premises.

b. This Lease shall be terminated after thirty (30) days written notice by certified or registered mail to either Team or Escambia County in the event of:

1. Non-payment of any monies due hereunder after the date due for such payments; provided, however, that such termination shall not be effective if Team or Escambia County makes the required payment(s) during the thirty (30) calendar day period following receipt of the written notice.

2. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the thirty (30) day period from receipt of written notice.

3. Issuance by any court of competent jurisdiction of any injunction or other order substantially restricting the use of the facilities for the purposes set forth herein, and the remaining in force of said injunction or other order for a period more than one hundred eighty (180) calendar days.

4. A material breach by Team or Escambia County of any of the terms, covenants or conditions contained in this Lease and the failure of Team or Escambia County to remedy such breach for a period of fifteen (15) calendar days after

receipt of written notice sent by registered or certified mail, return receipt requested from Escambia County of the existence of such breach.

5. Mutual agreement of the Parties and Management Company.

In no event, however, shall Team be considered in default or in breach of this Lease, nor shall its rights hereunder be terminated under Paragraph 17(b) herein, if: (1) any alleged deficiency or default cannot be reasonably cured within the prescribed notice period; (2) Team has commenced reasonable efforts to remedy any alleged breach, default or defect within the notice time limits prescribed; and (3) Team thereafter diligently pursues those remedial efforts.

In the event of termination by County under subparagraph (b), Team shall have thirty (30) days from the date of receiving Notice of Termination to vacate the premises.

c. Either Party may terminate this Agreement without cause upon providing written notice to the other Party on or before the 1st day of January with termination to become effective following the end of the current Hockey Season as defined in Paragraph 2(h) herein.

Neither Escambia County, Management Company, nor Team shall be considered in default of this Lease under Paragraph 17(a) or (b), if its inability to perform is due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God, or by any other cause that is unavoidable or beyond Team's control.

Failure to seek a remedy for any default or enforce any provision of this Lease shall not constitute a waiver by Escambia County of any of its rights under this Lease. In the event of termination of this Lease under either Paragraph 17(a) or (b) herein, any monies due Escambia County or Team shall be prorated to the day of termination. Any monies due towards repayment of the Ice Facilities and allocations shall survive termination of this Lease.

18. Appropriation of Funds. County's performance and obligation under this Agreement is contingent upon the annual appropriation of funds by the Board of County Commissioners.

19. Audits and Inspection of Records.

Escambia County shall have the right to a reasonable inspection and audit of Team's financial records related to season ticket sales and complimentary tickets. If a complete independent audit of the records is requested by Escambia County, such audit shall be performed in Escambia County with adequate notification to Team. The cost of

the audit shall be paid for by Escambia County unless the audit reveals a discrepancy in excess of one percent (1%), in which case Team shall pay for the cost of the audit. Any monies due Escambia County as a result of the audit shall be paid immediately.

Team shall also provide to County within 90 days of the conclusion of each of the Team's fiscal years an audited copy of their financial statements. If no such statements exist, Team shall provide a copy of the most recently submitted federal income tax returns.

20. Public Record Disclosure.

The Team acknowledges that this Lease and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes as amended. In the event the Team fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Team and its surety, if any, fourteen (14) days written notice, during which period the Team still fails to allow access to such documents, terminate this Lease.

21. Insurance.

Team agrees to deliver to Escambia County and Management Company proof of insurance evidencing the following insurance coverage within ten (10) days prior to the effective date of this Lease:

a. Commercial general liability insurance coverage per occurrence per event in the amount of \$2,000,000, including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall be by endorsement, and include coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Management Company shall be named as additional insureds and the Pensacola Civic Center, Pensacola, Florida shall be added as a location that Team rents on the insurance policy.

b. Automobile liability insurance for all hired, owned and non-owned vehicles used for travel with minimum combined single limits of \$1,000,000. The Escambia County Board of County Commissioners and Management Company shall be named as additional insureds.

c. Workers compensation and employers liability as required by Florida law.

In the event the Team obtains approval from Escambia County through its Management Company for the use of pyrotechnics during any Home Ice Hockey Games, ice hockey exhibitions, or promotional events, Team agrees to obtain additional special event coverage for this activity in an amount to be mutually agreed upon by the Parties and Management Company. All special event insurance shall name Escambia County and SMG as additional insureds.

All insurance policies shall be written on a per occurrence basis, placed with insurers licensed to do business in the State of Florida, rated A minus or better by A.M. Best's rating service with a minimum financial size category and include Escambia County, and its Management Company, and shall contain severability of interest provisions as additional insureds.

Certificates of Insurance shall be provided to Escambia County and Management Company before the beginning of each Hockey Season. The Certificates of Insurance shall be signed by the authorized representative. Team agrees to notify Escambia County as soon as possible in advance of any cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of any policy, Team shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commission and Management Company as certificate holders and additional insureds.

Certificates of Insurance shall be forwarded to the Contract Administrator, P. O. Box 1591, Pensacola Florida 32597-1591, and shall be satisfactory to Escambia County. Any incorrect or incomplete certification will be returned to Team for replacement. Any delay caused by incorrect or incomplete certificates shall be the sole liability of Team.

Management Company agrees to provide a Certificate of Insurance to Team before the beginning of each Hockey Season and on subsequent insurance renewal dates. The Certificate of Insurance shall be signed by an authorized representative and shall name Team as an additional insured as respects the obligations of Management Company to Team under this Lease.

Team agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Lease. All insurance coverage of Team shall be primary to any insurance or self insurance program carried by Escambia County applicable to this Lease. The acceptance by Escambia County or Management Company of any

Certificate of Insurance does not constitute approval or agreement by Escambia County or Management Company that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease. Failure to provide and maintain the insurance coverages required under this Paragraph shall be considered a material breach of this Lease, unless this Lease is amended to reflect other insurance coverage mutually agreed to in writing by the Parties and Management Company.

No provision of this Lease shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended. Team's obligation to indemnify Escambia County or Management Company pursuant to Paragraph 21 shall not be limited by the type and amount of insurance to be provided pursuant to Paragraph 20.

22. Hold Harmless and Indemnification.

Team agrees to indemnify and hold harmless Escambia County and Management Company and their respective employees, officials, officers and affiliated entities, from and against claims, suits, actions, damages, penalties, interest, liability and expenses including legal expenses, in connection with bodily injury, death, personal injury or property damage including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this Lease. Team's obligation to indemnify Escambia County shall not exist where Escambia County is liable due to Escambia County's sole negligence or willful misconduct. Team's obligation to indemnify Management Company shall not exist where Management Company is liable due to Management Company's sole negligence or willful misconduct.

Management Company agrees to indemnify and hold harmless Team and Team's respective employees, officials, officers and affiliated entities, from and against claims, suits, actions, damages, penalties, interest, liability and expenses including legal expenses, in connection with bodily injury, death, personal injury or property damage including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the sole negligence or willful misconduct of Management Company in connection with the performance of this Lease.

23. Right of Entry.

Escambia County, through its authorized officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter the Pensacola Civic Center for the purpose of inspecting and observing the administration

of this Lease as long as such observations do not interfere with the normal operation of the recreational facility with notice to and prior approval from Team. Escambia County, its officers, agents, employees, representatives and contractors may enter in Emergencies without notice.

Escambia County, through its Management Company, shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or other reasons. This determination shall be made by Management Company's General Manager. Management Company's General Manager shall immediately contact the County Administrator or designee to formally advise Escambia County of the Emergency and Team's General Manager or designee before ordering evacuation of the Pensacola Civic Center. Notwithstanding the foregoing, Management Company's General Manager shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the County Administrator or designee and Team's General Manager or designee.

If such evacuation occurs and results in cancellation of a Home Ice Hockey Game due to the negligence of Management Company or failure of the facility, Team does not waive any claims for damages against Escambia County or Management Company. If such evacuation occurs and results in cancellation of a Home Ice Hockey Game due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God or any other cause that is unavoidable or beyond Management Company and Escambia County's control, Team hereby agrees to waive any claims for damages against Escambia County and Management Company. Team also agrees to waive any claims for damages against Escambia County and Management Company if due to evacuation during a Home Ice Hockey Game, such game can be reasonably rescheduled. In the event a Home Ice Hockey Game is rescheduled, Team shall not be responsible for payment for ice hockey fees and expenses incurred in connection with any Home Ice Hockey Game cancelled for the above reasons except for ice hockey fees and expenses associated with the rescheduled Home Ice Hockey Game.

24. Non-Discrimination.

Team shall, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenant and agree that:

a. No person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility, except as allowed by law.

b. Team shall not discriminate against any employee, applicant for employment, vendor, subcontractor or other person or entity needed for the provision of supplies, material or labor because of age, sex, physical handicap, marital status, color, religion, national origin or ancestry except where based on a bona fide occupational qualification or otherwise permitted by law.

25. Notices.

All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below:

TO ESCAMBIA COUNTY:

County Administrator or his designee
Escambia County, Florida
221 Palafox Place, Suite 400
Pensacola, Florida 32502
(850) 595- 4949

With a copy to:
Escambia County Attorney's Office
221 Palafox Place
Pensacola, Florida 32502
(850) 595-1630

TO MANAGEMENT COMPANY:

SMG Corporation
300 Conshohocken State Road
West Conshohocken, PA, 19428

With a copy to:
Cyndee Pennington
Pensacola Civic Center
201 East Gregory Street
Pensacola, FL 32501

TO TEAM:

Pensacola Ice, LLC
2821 Dune Drive
Avalon, NJ 08202

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 to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address.

26. Obstructions.

Team agrees to cooperate with Management Company in keeping all walkways, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways and all areas of public access inside the Pensacola Civic Center unobstructed at all times during Home Ice Hockey Games in accordance with Governmental Regulations.

27. Hazardous Materials.

Team agrees not to bring onto the Pensacola Civic Center any material or equipment which have been identified as hazardous materials by Governmental Regulation or otherwise present a health or safety hazard to property or persons.

28. Opening of Doors.

Escambia County reserves the right to open the doors when Escambia County deems it necessary to safely move the public into or out of the Pensacola Civic Center, but in no event shall the doors be opened later than one (1) hour prior to the announced start time of a Home Ice Hockey Game.

29. Pensacola Civic Center Rules and Regulations.

Escambia County shall, through its Management Company, at all times maintain control of the Pensacola Civic Center and shall enforce rules and regulations relative to its operation contained in this Lease, including but not limited to the following:

a. No overnight parking is allowed in the parking lot unless related to event activities and approved by Escambia County in advance.

b. No parking is allowed in the fire lanes or perimeter drives in any parking lot. Vehicles parking in these areas will be towed at the owner's expense without warning.

c. No solicitation activities allowed in the parking lots, including but not limited to, distribution of flyers, sale of products, protesting and picket lines.

d. No consumption of alcoholic beverages or open containers allowed in the parking lots or in parked vehicles.

e. No tailgate parties or similar activities allowed.

f. No pyrotechnics shall be allowed except by mutual agreement under separate contract by the Parties and the Management Company. Terms and conditions of the contract shall include insurance requirements specified in Paragraph 20 as well as a requirement that any pyrotechnician or person operating pyrotechnic devices must provide two copies of their licenses, insurance certificates, and a schedule of what will be used prior to move-in and approval by the Fire Marshal of the placement and a demonstration of each type of device. Management Company shall make arrangements for inspection by the Fire Marshal. Team shall not be charged a fee for approval to use pyrotechnic devices, but agrees to pay for any additional expenses incurred by Escambia County due to such use.

g. No tents or air supported structure larger than 10' by 10' shall be erected without a City of Pensacola Permit and inspection by the Fire Marshal. No cooking is permitted under any tent or air supported structure.

h. All vending units employing electrical, gas or other fuels as accepted by the Fire Marshal shall have a fire extinguisher with a minimum UL Classification of 2A-10B:C.

i. Open flame devices are not allowed unless specifically approved by the Fire Marshal. Sternos used for cooking are allowed at certain locations.

j. All types of lasers must have a termination point located so that it will not cause injury to the eyes of any person in the building.

k. The seating plan for each Hockey Season must be approved by Escambia County's Management Company prior to the sale of season tickets. Said approval shall not be unreasonably withheld or delayed. The seating plan shall not reflect ticket prices.

l. Novelty stand locations must be approved by Management Company prior to the beginning of the Hockey Season and the opening of doors to the public. Novelty stands shall not block any fire hose cabinets, means of ingress or egress, or permanent concession areas. Table skirting or other decorative materials used for merchandising is required to be flame-retardant treated or made of inherently flame-resistant material. Packaging materials shall be removed periodically to prevent a fire hazard. All electrical cords in use must be taped down.

m. Electrical wiring must be grounded and UL listed. Extension cords may be used provided they are plugged directly into an outlet or an approved power strip. Extension Cords shall not be plugged into another extension cord. Cords must be taped down to prevent them from becoming a trip hazard. Additional equipment may be available for rental from the building.

n. No smoking shall be allowed in the Pensacola Civic Center unless in designated smoking areas, pursuant to Florida law.

o. Escambia County and Management Company recognize the right of quiet enjoyment to the Team for its normal operations, practices and games. Management Company shall take reasonable steps to coordinate the activities of all tenants use of the Pensacola Civic Center to insure this right of quiet enjoyment is not provoked or violated in any way.

Escambia County reserves the right to promulgate additional reasonable rules and regulations regarding operation after the effective date of this Lease with Notice to Team. Escambia County grants Team permission to use up to twelve eight (8) foot tables in the Pensacola Civic Center for the promotional purposes. Escambia County agrees that any new rules and regulations regarding operation of the Pensacola Civic Center shall not be unreasonably burdensome nor prejudicial toward the presentation of professional ice hockey.

30. Copyright.

Team shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the presentation of Home Ice Hockey Games. Team further agrees to save and hold harmless Escambia County and its Management Company from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by Team, sponsors or advertisers.

31. Assignment of Lease.

Team shall not assign this Lease nor sublease Ice facilities, any parts thereof, nor in any manner encumber title to the Pensacola Civic Center without the express written consent of Escambia County.

32. Defacements.

Team shall not injure, mar, nor in any manner deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Pensacola Civic Center or equipment therein shall be in any manner injured, marred or defaced. Team, its representation, or Professional Staff shall not allow any vehicular traffic on the entrance/exit ramps to levels above ground at the east or west sides of the Pensacola Civic Center. Team further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Pensacola Civic Center or any equipment contained therein and will not affix or permit to be affixed by adhesives any signs, posters, notices or graphics of any description without written consent from

Escambia County. Team agrees that if the Pensacola Civic Center is damaged by the act, default or negligence of the Team or Team's authorized agents, then the Team shall pay to the Escambia County upon demand such sums as shall be necessary to restore the Pensacola Civic Center to their original condition, ordinary wear and tear excepted.

33. Party of Interest.

Unless otherwise stated herein, Team is the real party in interest under this Lease with Escambia County and is not acting for or on behalf of any undisclosed principal. A list of Team's officers and members of the Board of Directors appears in Exhibit C.

Team represents that it is possessed with the requisite authority to enter into this Lease as evidenced by the Certificate of Good Standing of the State of Tennessee and attached as Exhibit D. Team represents the individual executing this Lease is possessed of the requisite authority to sign and bind Team as evidenced by the Resolution of Authority attached as Exhibit E.

Team acknowledges that it has not engaged in any public entity crimes and has completed the Public Entity Crime Disclosure Form attached as Exhibit F.

34. Casualty.

In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent the use of the Pensacola Civic Center for the purpose and during the periods specified herein, or if the Pensacola Civic Center cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of Escambia County, then this Lease shall terminate in accordance with Paragraph 19(b)(5) and Team hereby waives any claim against Escambia County for damages by reason of such termination except that any unearned portion of the Rent, related revenues or Actual Expenses shall be abated or refunded by Escambia County to Team.

35. Condition of Property.

If Team contracts for construction services from others aside from its own employees or Professional Staff, Team agrees to contract with individuals, including but not limited to a general contractor or any other construction consultants, who are licensed in the State of Florida, insured and agree to comply with all Governmental Regulations. However, Team agrees in no event will it begin any construction, renovation or repairs without notice to Management Company and the express approval from Escambia County.

Certain event equipment is available for rent in accordance with established Pensacola Civic Center rates. Any equipment rental shall be pursuant to separate contract between Team and the Management Company.

36. Joint Venture.

The execution of this Lease or the performance of any act pursuant to the provisions hereof, shall not be deemed or construed to have the effect of creating between Team and Escambia County the relationship of principal and agent, partnership or of joint venture.

37. Compliance with Laws.

Team agrees to comply with all Governmental Regulations applicable to the Pensacola Civic Center, including but not limited to the ADA.

38. Waiver.

Waiver of any provision of this Lease by either party shall not be deemed to imply or constitute a waiver by such party of any other provision. The rights and remedies of Escambia County under this Lease or otherwise are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the use of another, and Escambia County will be entitled to pursue all rights and remedies available by law.

39. Entire Lease.

This Lease contains the entire Lease between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters unless otherwise noted herein. Team acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The Parties agree this Lease may be amended in writing upon mutual agreement of the Parties.

40. Tax-Exempt Financing.

Team acknowledges the Pensacola Civic Center is financed with tax-exempt bonds. In the event any term or condition in this Lease shall cause Escambia County to violate any underlying covenant or condition associated with said bonds, the Parties and Management Company agree to amend this Lease in a manner to avoid violating any underlying covenant or condition.

41. Miscellaneous.

The captions, headings, and section titles in this Lease are for convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any section of this Lease.

If any term, provision, covenant, or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

This Lease shall be governed by and shall be construed in accordance with the laws of the State of Florida and the parties stipulate venue for any state, federal, or other proceeding shall be in Escambia County, Florida.

This Lease 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.

The Team and its employees, agents, and representatives agree to abide by all provisions of Sections 112.311 - 112.36, Florida Statutes, as amended.

The Team hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Team now has or will have. Said disclosure shall be made by the Team contemporaneously with the execution of this Lease and at any time thereafter that such facts become known to the Team. The Team at all times shall perform its obligations under this Lease in a manner consistent with the best interests of the County. Failure to abide by this section may result in the immediate termination of this Lease; provided however, the Team after written notice shall have thirty (30) days in which to cure any such conflict to the reasonable satisfaction of the County.

The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Amended Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACM
Date: 10/13/11

SMG Corporation, a General Partnership.

By: _____
Regional Vice-President

Date: _____

Witness: _____

Witness _____

PENSACOLA ICE LLC, a New Jersey limited liability company.

By: _____
Tim Kerr, President

Date: _____

Witness: _____

Witness _____

LIST OF EXHIBITS

- EXHIBIT A - ICE HOCKEY AREA
- EXHIBIT B - OFFICE AND MEETING ROOM LOCATIONS
- EXHIBIT C - LIST OF OFFICERS AND BOARD MEMBERS
- EXHIBIT D - CORPORATE CERTIFICATE OF GOOD STANDING
- EXHIBIT E - RESOLUTION OF AUTHORITY
- EXHIBIT F - PUBLIC ENTITY CRIME DISCLOSURE FORM

Exhibit A
Ice Hockey Area

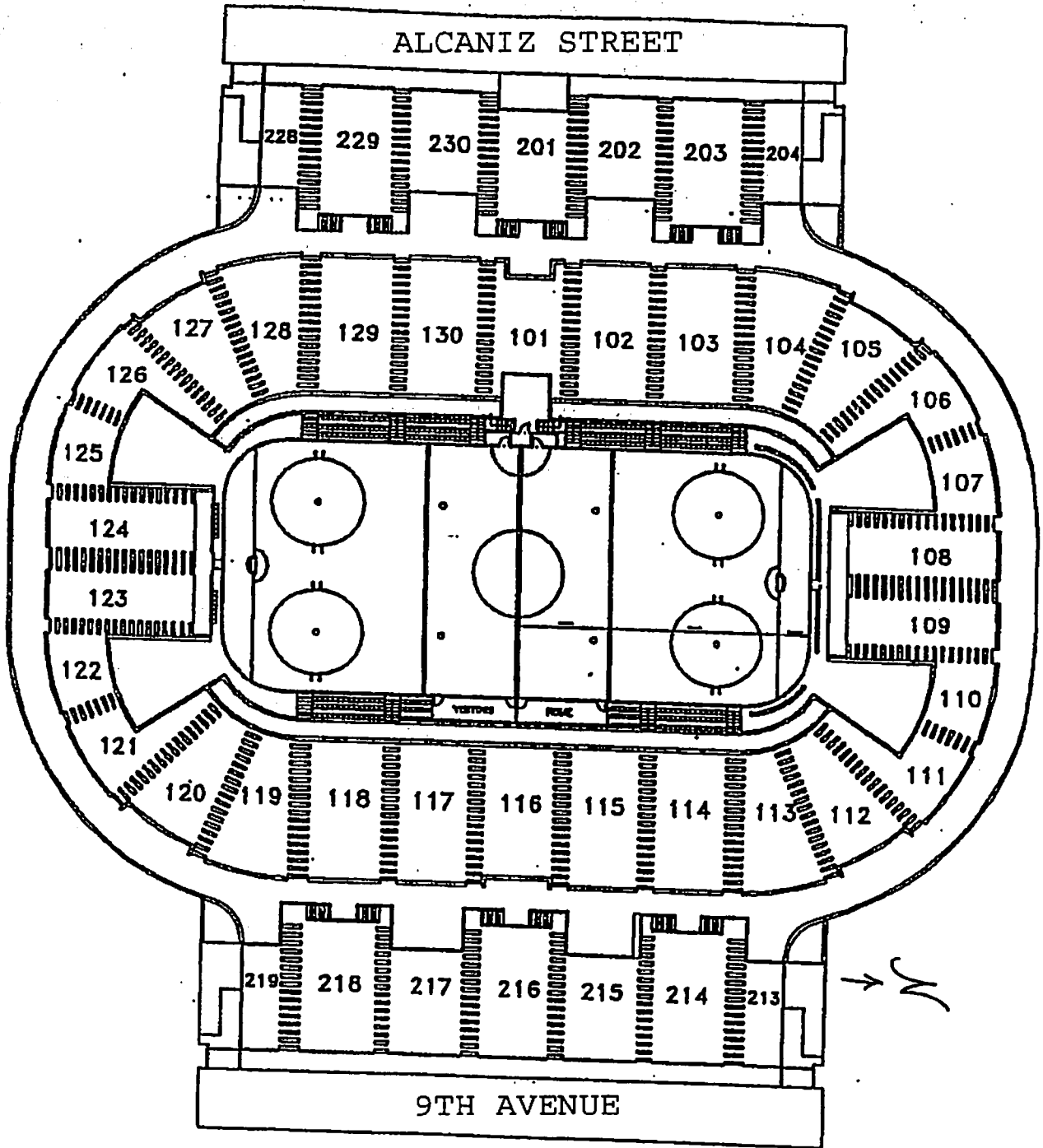


Exhibit B
Office and Meeting Room Locations

Hockey Offices and Locker Rooms

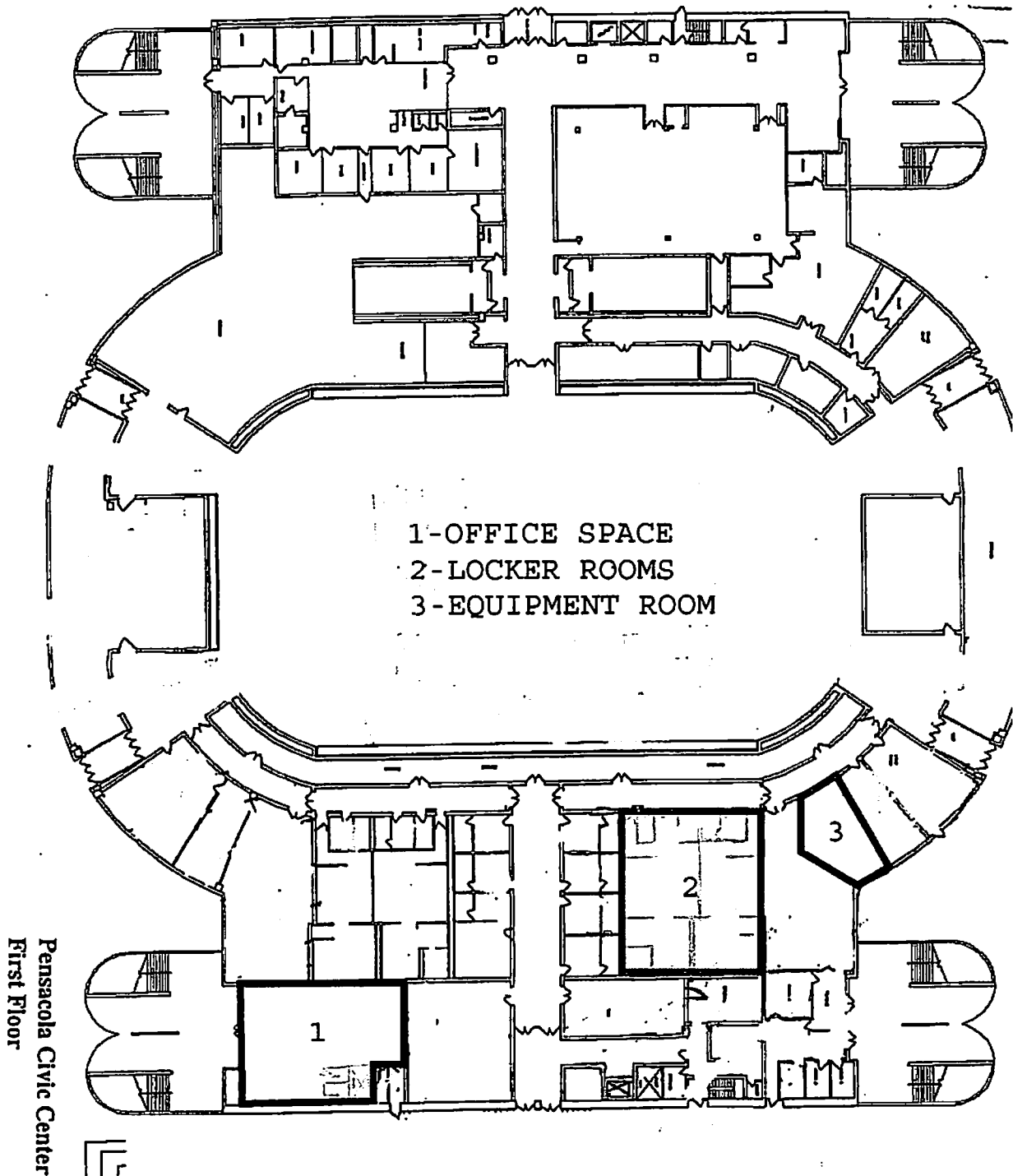
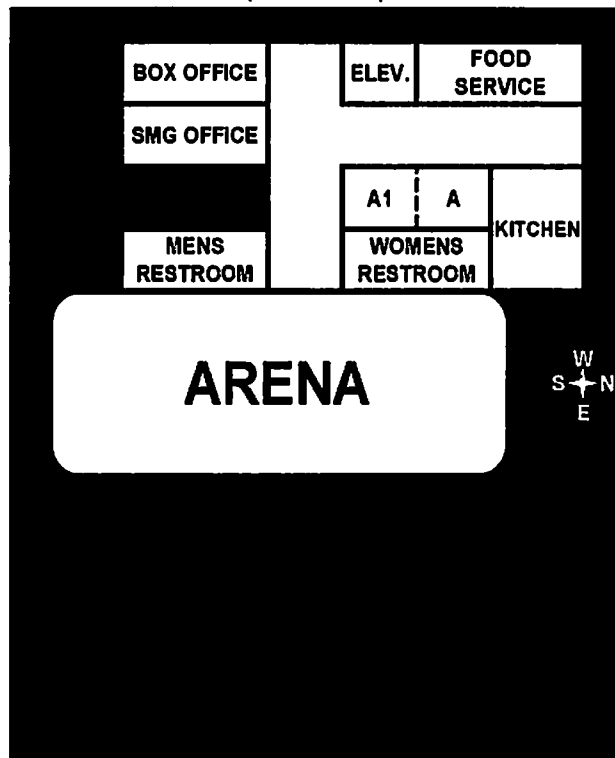


Exhibit B (continued)



MEETING ROOMS 1ST FLOOR

ENTRANCE
(ALCANIZ STREET)





MEETING ROOMS 2ND FLOOR

ENTRANCE
(ALCANIZ STREET)

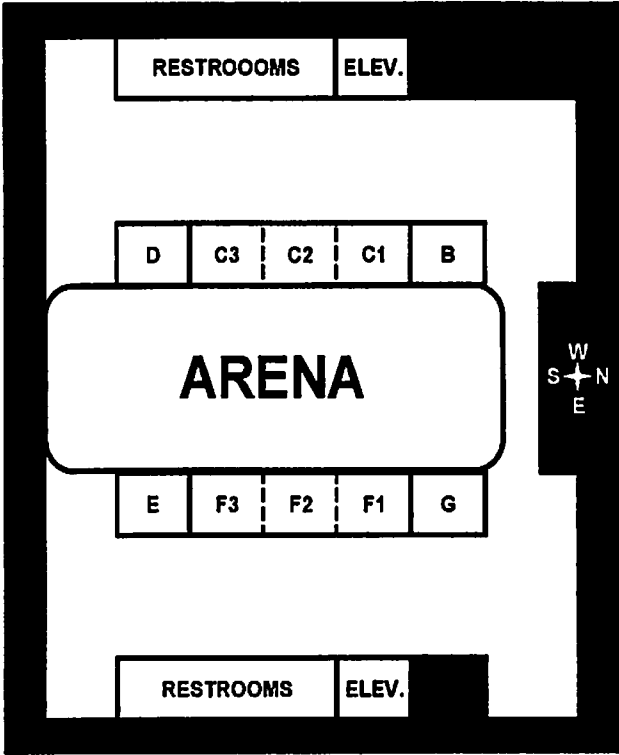


Exhibit C
List of Officers and Board Members

Corporate Officers:

Pensacola Ice, LLC
2821 Dune Drive
Avalon, NJ 08202

Board of Directors:

Tim Kerr, President
Joe O Brien, Vice President
Mario Franco, Secretary
Margaret Kerr, Treasurer

State of Florida

Department of State

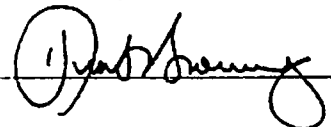
I certify from the records of this office that PENSACOLA ICE, LIMITED LIABILITY COMPANY is a limited liability company organized under the laws of New Jersey, authorized to transact business in the State of Florida, qualified on July 15, 2009.

The document number of this limited liability company is M09000002751.

I further certify that said limited liability company has paid all fees due this office through December 31, 2009, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of July, 2009



Secretary of State



Authentication ID: 000158633500-071709-M09000002751

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

PENSACOLA ICE, LIMITED LIABILITY COMPANY

0400289445

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on May 29, 2009.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Taht, Stanton & Mccrosson, Pc
618 West Avenue
Suite 201
Ocean City, NJ 08226*

I further certify that as of the date of this certificate, the following were listed as officers/directors of this business on the last Annual Report filed in this office on: an unavailable date.

Other

*Tim Kerr
157 Fellswood Drive
Moorestown, NJ 08057*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
15th day of July, 2009*

*R. David Rousseau
Acting State Treasurer*

Certification# 114847164

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

EXHIBIT E

RESOLUTION OF AUTHORITY

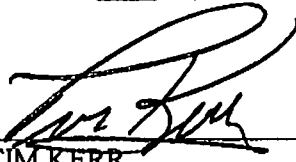
The undersigned, being the Managing Member of the above named organization, a New Jersey Limited Liability Company, does hereby consent in writing to the adoption of the following Resolution.

BE IT RESOLVED, that PENSACOLA ICE, LLC, be and is authorized to enter into a lease agreement with Escambia County, Florida for lease of the Pensacola Civic Center pursuant to the terms and conditions set forth in said lease agreement.

BE IT FURTHER RESOLVED, that Tim Kerr, Managing Member of Pensacola Ice, LLC, a New Jersey Limited Liability Company, be and is hereby authorized to execute any and all documents in connection with said lease agreement.

TIM KERR, Managing Member of Pensacola Ice, LLC, a New Jersey Limited Liability Company, hereby certifies that the foregoing is a true and correct copy of a Resolution as adopted by the Members of said limited liability company.

WITNESS, my hand and seal of said corporation, this ____ day of July, 2009



TIM KERR,
Managing Member

EXHIBIT F
PUBLIC ENTITY CRIME DISCLOSURE FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to ESCAMBIA COUNTY
(print name of the public entity)
- by TIM KERR PRESIDENT
(print individual's name and title)
- for PENSACOLA ICE LLC
(print name of entity submitting sworn statement)

whose business address is

201 EAST GREGORY ST - REAL
PENSACOLA, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:
27-0267412

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into

a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

Sworn to an subscribed before me this 18th day of August 2009

Personally known X
OR produced identification _____

Joseph C. Gallagher
Notary Public - State of NEW JERSEY
My commission expires 8-18-09

(Type of identification)

Joseph C. Gallagher
(Printed typed or stamped commissioned name of notary public)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1619 County Administrator's Report Item #: 12. 4.
BCC Regular Meeting Discussion

Meeting Date: 10/20/2011
Issue: Evaluation of the County Administrator
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Discussion Concerning County Administrator's Annual Evaluation - Charles R "Randy" Oliver, County Administrator

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

Evaluation of the County Administrator
Evaluation Form for the County Administrator's Position



Charles R. "Randy" Oliver
County Administrator

MEMORANDUM

TO: Board of County Commissioners

FORM: Charles R. "Randy" Oliver, County Administrator *Charles R. Oliver*

DATE: October 11, 2011

RE: Evaluation of the County Administrator

The contract between the Board of County Commissioners and myself provides for an annual evaluation of the County Administrator within thirty (30) days of the anniversary date (November 1st). An evaluation assesses the performance of the County Administrator and acts as a communication bridge. The enclosed form was taken from the International City County Managers Association (ICMA) and evaluates the relationship between the County Administrator and the Chairman/Commission members; as well as the relationship with employees, public relations, intergovernmental management, financial management, organizational management, and other characteristics.

Evaluations can be conducted in writing, verbally (either publicly or privately) or some combination. The following are offered for your consideration:

1. Public Evaluation (numeric and comments)
2. Public Evaluation (numeric with comments and thoughts expressed individually)
3. Evaluation provided individually by each Commission Member.

If the Board elects to conduct a written evaluation it is recommended, to maintain good internal control and comply with the State Sunshine law, evaluations be submitted to the County Attorney for tabulation. Any document(s) generated are public record.

CRO:ac

County Administrator Evaluation

Please rate the County Administrator using the following scale:

<u>Rating</u>	<u>Description</u>
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision		
Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:

Leadership		
Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:

Execution of Policy		
Does he understand the laws and ordinances of the County and cause them to be fairly enforced?	Rating	Comments:

Community Relations		
Does the County Administrator work well with citizens and properly handle their complaints?	Rating	Comments:

Administrative Duties		
Does the County Administrator properly handle his administrative duties?	Rating	Comments:

Economic Development		
Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating	Comments:

Intergovernmental Relations		
Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating	Comments:

County Council Relations		
Does the County Administrator work well with the County Commission in making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating	Comments:

Planning		
Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments:

Financial Management / Budget		
Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating	Comments:

Additional Comments:

Name of Rater: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1607

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

BCC Regular Meeting

Action

Meeting Date: 10/20/2011

Issue: Scheduling a Public Hearing to Approve Setting a Referendum for Renewal of the Economic Development Ad Valorem Tax Exemption (EDATE) Ordinance

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Approve Setting a Referendum for Renewal of the Economic Development Ad Valorem Tax Exemption (EDATE) Ordinance

That the Board authorize the scheduling and advertising of a Public Hearing for November 3, 2011, at 5:31 p.m., to consider approving a referendum for renewal of the Economic Development Ad Valorem Tax Exemption (EDATE) Ordinance.

BACKGROUND:

The existing EDATE Ordinance 2000-26 referendum was held at the First Primary Election on September 5, 2000 and passed by the voters of Escambia County, Florida. Unless renewal by referendum of the voters of the County this benefit to certain new and expanding businesses will expire on December 10, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Alison Rogers has drafted the ordinance. The Notice of Intent to adopt this ordinance will advertise in the *Pensacola News Journal* on Saturday, October 22, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney Alison Rogers will coordinate with the Supervisor of Elections David Stafford in getting this referendum on the election ballot.

Attachments

Draft Ordinance

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ORDINANCE NO. 2011-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, RENEWING PURSUANT TO SECTION 196.1995(7), FLORIDA STATUTES FOR TEN YEARS THE AUTHORITY TO GRANT CERTAIN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS ESTABLISHED BY CHAPTER 90, ARTICLE IV, DIVISION 2, SECTIONS 90-146 THROUGH 90-153, ESCAMBIA COUNTY CODE OF ORDINANCES (ORDINANCE NO. 2000-26); PROVIDING THAT SUBJECT TO APPROVAL BY REFERENDUM OF THE VOTERS OF THE COUNTY ON JANUARY 31, 2012 SUCH EXEMPTION AUTHORITY BE RENEWED BEGINNING DECEMBER 10, 2012; DIRECTING THE SUPERVISOR OF ELECTIONS TO PLACE SUCH REFERENDUM QUESTION ON THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION BALLOT OF ESCAMBIA COUNTY; PROVIDING BALLOT LANGUAGE; DIRECTING THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ADVERTISE NOTICE OF SUCH REFERENDUM ELECTION IN ACCORDANCE WITH LAW; PROVIDING FOR GRANTING OF CERTAIN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS; PROVIDING ALL PROVISIONS OF CHAPTER 90, ARTICLE IV, DIVISION 2, SECTIONS 90-146 THROUGH 90-153, ESCAMBIA COUNTY CODE OF ORDINANCES (ORDINANCE 2000-26) TO CONTINUE IN FULL FORCE AND EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of Escambia County by referenda held on November 3, 1992 and September 5, 2000 approved the authority to grant certain economic development ad valorem tax exemptions pursuant Ordinances No. 92-43 and 2000-26 for a period of ten years to encourage economic development in the County.

WHEREAS, pursuant to said ordinances, certain new and expanding business properties may be exempted from ad valorem taxation as provided for in section 196.1995, Florida Statutes (2010), as amended, and Section 3, Article VII of the Constitution of the State of Florida; and

WHEREAS, such authority by Escambia County to grant such exemptions will expire on December 10, 2012 unless renewed by referendum of the voters of the County pursuant to Section 196.1995(7), Florida Statutes (2010), as amended; and

WHEREAS, as a result, the Board of County Commissioners has determined it will be in the best interests of the public health, safety and welfare of the citizens of Escambia County to renew the statutory authority for such exemptions for an additional ten years as permitted under Florida law.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

46 **Section 1. RENEWAL.** Pursuant to the authorization granted by Section 3, Article VII of
47 the State Constitution and by other applicable law, the authority to grant economic development
48 ad valorem tax exemptions established by Ordinances No. 92-43 and 2000-26, now codified at
49 Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of
50 Ordinances, and approved by the voters of Escambia County by referendum for a ten-year period
51 from December 10, 1992 through December 10, 2002 and for a subsequent period from
52 December 10, 2002 through December 10, 2012 is hereby renewed for an additional ten years.
53 Such renewal shall become effective December 10, 2012 and shall run through December 10,
54 2022 as provided for in section 196.1995, Florida Statutes (2010), as amended.

55
56 **Section 2. REFERENDUM ELECTION.** The renewal of the authority to grant economic
57 development tax exemptions reestablished in Section 1 of this Ordinance shall not take effect
58 unless and until the such renewal of this exemption authority is approved by a majority of the
59 electors of Escambia County voting in the referendum election required by this Ordinance and
60 provided herein.

61
62 **Section 3. HOLDING REFERENDUM ELECTION.** To that end, the Supervisor of
63 Elections of Escambia County is hereby directed to hold a referendum election required by this
64 Ordinance on January 31, 2012 during and as a part of the Presidential Preference Primary
65 Election of Escambia County, Florida.

66
67 **Section 4. BALLOT QUESTION.** The Supervisor of Elections of Escambia County shall
68 cause the following question to be placed upon the ballot for such referendum election pursuant
69 to sections 196.1995(1) through 196.1995(7), Florida Statutes (2010) as amended:

70
71 **COUNTY REFERENDUM QUESTION**
72 **RELATING TO RENEWAL OF AUTHORITY TO GRANT**
73 **ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS**
74
75 **PRESIDENTIAL PREFERENCE PRIMARY ELECTION**
76 **JANUARY 31, 2012**

77
78 **Shall the Board of County Commissioners of Escambia**
79 **County, Florida be authorized to grant, pursuant to s. 3, Art.**
80 **VII of the State Constitution, property tax exemptions to new**
81 **businesses and expansions of existing businesses?**

82
83 **Yes--For authority to grant exemptions.** _____

84
85 **No--Against authority to grant exemptions** _____

86
87 **Section 5. ADVERTISEMENT.** The Clerk of the Board of County Commissioners shall
88 ensure that notice of the referendum election mandated by this ordinance shall be advertised in
89 accordance with the Florida law.

90

91 **Section 6. GRANTING ECONOMIC DEVELOPMENT AD VALOREM TAX**
92 **EXEMPTIONS.** Such exemptions to any person, firm or corporation hereunder shall only be
93 granted in accordance with Section 196.1995, Florida Statutes (2010), as amended, and other
94 applicable Florida law.

95
96 **Section 7. ORDINANCE IN FULL FORCE AND EFFECT.** All other provisions of
97 Ordinances No. 92-43 and 2000-26, as codified at Chapter 90, Article IV, Division 2, Sections
98 90-146 through 90-153, Escambia County Code of Ordinances not in conflict herewith or
99 otherwise in conflict with applicable Florida law shall continue in full force and effect.

100
101 **Section 8. SEVERABILITY.** If any section, sentence, clause or phrase of this Ordinance is
102 held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding
103 shall in no way affect the validity of the remaining portions of this Ordinance.

104
105 **Section 9. INCLUSION IN THE CODE.** It is the intention of the Board of County
106 Commissioners that the provisions of this Ordinance shall become and be made a part of the
107 Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered
108 and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word
109 or phrase in order to accomplish such intentions.

110
111 **Section 10. EFFECTIVE DATE.** This Ordinance shall become effective upon filing with
112 the Department of State.

113
114 DONE AND ENACTED this _____ day of _____, 2011.

115
116 BOARD OF COUNTY COMMISSIONERS
117 ESCAMBIA COUNTY, FLORIDA

118 ATTEST: ERNIE LEE MAGAHA
119 Clerk of the Circuit Court

120
121 _____
Kevin W. White, Chairman

122
123 _____
Deputy Clerk

124
125 (Seal)

126
127 Enacted: _____

128 Filed with Department of State: _____

129 Effective: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1604

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

BCC Regular Meeting

Discussion

Meeting Date: 10/20/2011

Issue: Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

That the Board take the following action:

A. Determine whether to reconsider the proposed Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance, previously discussed and voted on by the Board at its Regular Meeting on September 15, 2011;

and, if so:

B. Schedule a Public Hearing to consider the proposed Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance for November 17, 2011, at 5:32 p.m., and authorize the advertising of the Public Hearing;

and if so:

C. Select which of the two versions of the proposed Ordinance the Board desires to consider, Version A or Version B.

BACKGROUND:

On March 5, 2007 the Board of County Commissioners enacted the Panhandling and Solicitation Ordinance. Continued issues regarding unsafe uses of public roadways should be addressed by the proposed Roadway Safety Ordinance. On September 15, 2011 the Board of County Commissioners voted on a version of this proposed ordinance and the matter failed by a 2 to 2 vote. At its October 6, 2011 meeting some of the Board members indicated an interest in revisiting the proposed ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Alison Rogers has drafted both Version A and Version B of the proposed ordinances. If the Board approves "B" of this recommendation to schedule the public hearing then the Notice of Intent for either Version A or Version B will be advertised in the *Pensacola News Journal* on Saturday, November 12, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance - Version A

Ordinance - Version B

VERSION A

ORDINANCE NO. 2011-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING A NEW CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-106 THROUGH ~~86-109~~ 86-108 AND AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CREATING THE ROADWAY SAFETY ORDINANCE THAT ESTABLISHES REGULATIONS FOR STOPPING AND STANDING ON MEDIANS AND ~~APPROACHING MOTOR VEHICLES OPERATED ON ROADWAYS OR RIGHTS-OF-WAY~~; PROVIDING FOR PENALTIES; AMENDING SECTIONS 86-250 THROUGH 86-253, THE PANHANDLING ORDINANCE TO PROVIDE FOR ADDITIONAL LEGISLATIVE FINDINGS AND UPDATED COMMUNITY REDEVELOPMENT AREA INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stopping and standing on medians creates a serious safety threat to pedestrians and motorists by causing a distraction to motorists; and,

~~WHEREAS, approaching motor vehicles operated on roadways or rights-of-way creates a serious threat to public safety by distracting motorists, obstructing the free flow of traffic and posing an immediate danger to both pedestrians and motorists; and,~~

WHEREAS, the County has a significant interest in protecting the health, safety and welfare of those traveling upon the roadways or rights-of-way or using areas adjacent to the roadways within the County; and

WHEREAS, Escambia County is experiencing an increase in behavior that distracts drivers on the public roads and rights-of-way, poses a safety threat to pedestrian and vehicular traffic and disrupts the flow of traffic; and

WHEREAS, the Escambia County Board of County Commissioners desires to take appropriate measures to protect the health, safety and welfare of those living and traveling within Escambia County, Florida.

VERSION A

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY

COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Chapter 86, Article IV, Division 2, Sections 86-106 through 86-109, are hereby created to read as follows:

USE OF ROADS AND RIGHTS-OF-WAY

Section 86-106 **PROVIDING FOR A TITLE.**

This section shall be known as “The Roadway Safety Ordinance”.

Section 86-107 **STOPPING AND STANDING ON MEDIANS.**

1. **Findings.** The purpose of this section is to regulate standing or stopping upon medians in a manner that is narrowly tailored to serve the County’s significant interests in vehicular and pedestrian safety and the free flow of traffic. This section is intended to apply evenhandedly to all persons who desire to stand or stop upon medians, regardless of their message. This section also is intended to leave open ample alternative channels of communication to engage in First Amendment protected activity. For example, this section does not prohibit a person from engaging in First Amendment protected activity on a public sidewalk not in a median. However, nothing contained in this section shall be construed to permit activities that are otherwise prohibited by applicable laws, regulations or ordinances.

2. **Definition.** For purposes of this section, the term “median” means any paved or unpaved area that separates vehicular traffic lanes in a right-of-way.

3. **Prohibition.** It shall be unlawful for any person to stand or stop upon any median, except as otherwise provided in this section.

4. **Exceptions.** (a.) The prohibitions contained in this section shall not apply to persons standing or stopping upon medians for the purpose of crossing the street in

VERSION A

accordance with applicable traffic and safety laws, regulations and ordinances. Such persons standing or stopping upon medians shall cross the street as soon as possible in accordance with applicable traffic and safety laws, regulations and ordinances and shall not stand or stop upon the median any longer than necessary to legally cross the street.

(b.) The prohibitions contained in this section shall not apply to persons standing or stopping upon medians for the purpose of conducting government authorized construction, maintenance or similar activities.

~~**Section 86-108**~~ ~~**APPROACHING MOTOR VEHICLES ON ROADWAYS OR RIGHTS-OF-WAY.**~~

~~1. Findings. The County Commission finds and determines that any commercial use of the public right-of-way is incompatible with the intended use of the right-of-way, which is primarily for motor vehicle traffic, is dangerous and otherwise poses a hazard to both motorists and non-motorists by distracting motorists and by causing non-motorists to stop and stand in ways that interrupt normal traffic movements often on the County's most heavily traveled thoroughfares. These hazards are also created by persons who use the public right-of-way to solicit donations or distribute printed materials and other items not of a commercial nature. These safety concerns can be minimized by restricting the solicitation of donations and distribution of printed materials to sidewalks and other non-traffic areas intended for pedestrian use. The County Commission finds and determines that preserving the safety of persons using the public right-of-way is a significant governmental interest and the restrictions on solicitation set forth below are the least restrictive means of advancing that interest.~~

~~2. Prohibition. It is unlawful to approach a motor vehicle being operated on a public roadway or right-of-way open for vehicular traffic for the purposes of:~~

VERSION A

~~—— (a.) Soliciting or attempting to solicit as defined in Section 86-251 of this Code, from any occupant of the motor vehicle; or~~

~~—— (b.) Collecting or attempting to collect donations of money or property of any kind or for any other purposes from any occupant of the motor vehicle; or~~

~~—— (c.) Distributing or attempting to distribute literature, property or advertising of any nature whatsoever to any occupant of the motor vehicle; or~~

~~—— (d.) Requesting or attempting to request employment or the purchase of property or services of any nature whatsoever from any occupant of the motor vehicle; or~~

~~—— (e.) Selling or attempting to sell property or services of any nature whatsoever to any occupant of the motor vehicle.~~

Section 86-109 86-108 PENALTY.

Any person convicted of violating this ordinance shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

Section 2. Chapter 86, Article VIII, Sections 86-250 through 253 are hereby amended to read as follows:

Section 86-250 LEGISLATIVE FINDINGS.

The Board of County Commissioners hereby make the following legislative findings:

1. Aggressive soliciting, begging or panhandling warrants justifiable alarm or immediate concern for the safety of persons or property and can cause apprehension and fear in the intended target of the soliciting, begging or panhandling.

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- 2. Soliciting, begging or panhandling on the public roadways or rights-of-way creates a safety hazard for both pedestrians and those travelling upon the roadways and rights-of-way, and poses a disruption to the free flow of traffic.
- 3. Escambia County has a significant interest in protecting the health, safety and welfare of those peacefully moving about within the County.
- 44. Studies have shown that soliciting, begging or panhandling has a negative impact on the attraction of businesses to the area as well as the ability to retain existing businesses; and,
- 25. Studies have shown that soliciting, begging or panhandling causes a sense of fear and intimidation, particularly at night, on roadways or in confined areas; and,
- 36. Studies have shown that soliciting, begging or panhandling contributes to the negative perception of those areas where it occurs, which discourages shoppers and visitors and contributes to the lack of enjoyment of public places within those areas.

Section 86-251 DEFINITIONS.

- A. Arterial roadway means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.
- B. Begging means for purposes of this section only, the same as soliciting, below.

VERSION A

- C. Community outreach services means a public or private services provider that offers residential, rehabilitative, medical or social services assistance, including but not limited to mental health treatment, drug or alcohol rehabilitation or homeless assistance services for individuals in need thereof. One example of an entity that can help individuals access such services is First Call for Help.
- D. Community Redevelopment Areas means those areas of the County the Board of County Commissioners has found to be areas of slum and blight as set forth in §§ 163.330 – 163.463, Fla. Stat.
- Escambia County's Community Redevelopment Areas include the Barrancas Redevelopment Area, Brownsville Redevelopment Area, Cantonment Redevelopment Area, Englewood Redevelopment Area, Palafox Redevelopment Area and Warrington Redevelopment Area and these areas are set forth in the map made a part of this ordinance. The Board of County Commissioners may establish additional Community Redevelopment Areas pursuant to sections 163.330 – 163.463, Florida Statutes.
- E. Panhandling means for purposes of this section only, the same as soliciting, below.
- F. Soliciting means for purposes of this section only, any request made in person on a street, sidewalk, or public place, asking for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a

VERSION A

donation. Soliciting shall not include passively standing or sitting with a sign or other indication that one is seeking donations without addressing the request to any specific person.

Section 86-252 **SOLICITING, BEGGING OR PANHANDLING PROHIBITED IN CERTAIN AREAS OR UNDER CERTAIN CIRCUMSTANCES.**

It shall be unlawful for any person to solicit, beg or panhandle in the unincorporated areas of Escambia County in the following areas or under the following circumstances:

- A. On any day after sunset, or before sunrise; or
- B. When either the panhandler or the person being solicited is located at any of the following locations:
 - 1. At a bus stop.
 - 2. In any public transportation vehicle.
 - 3. In any public transportation facility.
 - 4. In a vehicle which is parked or stopped on a public street or alley.
 - 5. In a sidewalk café.
 - 6. Within 20 feet from any ATM machine or entrance to a bank.
 - 7. Within 20 feet of a public toilet facility.
 - 8. From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this prohibition shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle; or
- C. In an aggressive manner, to include any of the following:
 - 1. Touching the solicited person without the solicited person's consent.

VERSION A

2. Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment.
 3. Blocking the path of a person being solicited, or the entrance to any building or vehicle.
 4. Following behind, ahead or alongside a person who walks away from the panhandler after being solicited.
 5. Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled.
 6. Panhandling in a group of two (2) or more persons; or
- D. Within 500 feet of the intersection of two arterial roads in any Community Redevelopment Area (CRA). The intersections of two arterial roads that fall within a Community Redevelopment Area in the unincorporated areas of Escambia County are:

*Arterial/Arterial Intersections Located in
Community Redevelopment Areas*

Warrington Redevelopment Area

US98 (SR 30) and Navy Blvd (SR 295)

New Warrington Rd. (SR 295) and Navy Blvd. (SR 30)

New Warrington Rd. (SR 295) and Chief's Way (SR 294)

Navy Blvd. (SR 295) and Chief's Way (SR 294)

Gulf Beach Hwy. (SR 292) and Navy Blvd. (SR 295)

Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727)

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Palafox Redevelopment Area

Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

Palafox St. (SR 95) and Brent Lane (SR 296)

“W” St. (CR 453) and Beverly Pkwy. (SR 296)

Pace Blvd. (SR 292) and Palafox St. (SR 95)

Fairfield Dr. (SR 295) and Palafox St. (SR 95)

Fairfield Dr. (SR 295) and “W” St. (CR 453)

Englewood Redevelopment Area

Fairfield Dr. (SR 295) and “W” St. (CR 453)

Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

Barrancas Redevelopment Area

None.

Brownsville Redevelopment Area

New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)

Mobile Hwy. (SR 10A) and “W” St. (CR 453)

Fairfield Dr. (SR 727) and New Warrington Rd. (SR 295)

New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)-Interchange Overpass

Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)

Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)-Interchange Overpass

Cantonment Redevelopment Area

None.

Note: Some intersections are listed in two CRAs since some of their boundaries are adjacent.

Section 86-253 PENALTIES.

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Any person convicted of violating this section shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

In addition, the officer issuing a citation under this section may elect to contact community outreach services, such as United Way's First Call for Help, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this section, the officer may supply the person with information sufficient for the person to make such contact at a later time.

Section 3. SEVERABILITY.

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

Section 4. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections 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 5. EFFECTIVE DATE.

VERSION A

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

DONE AND ENACTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

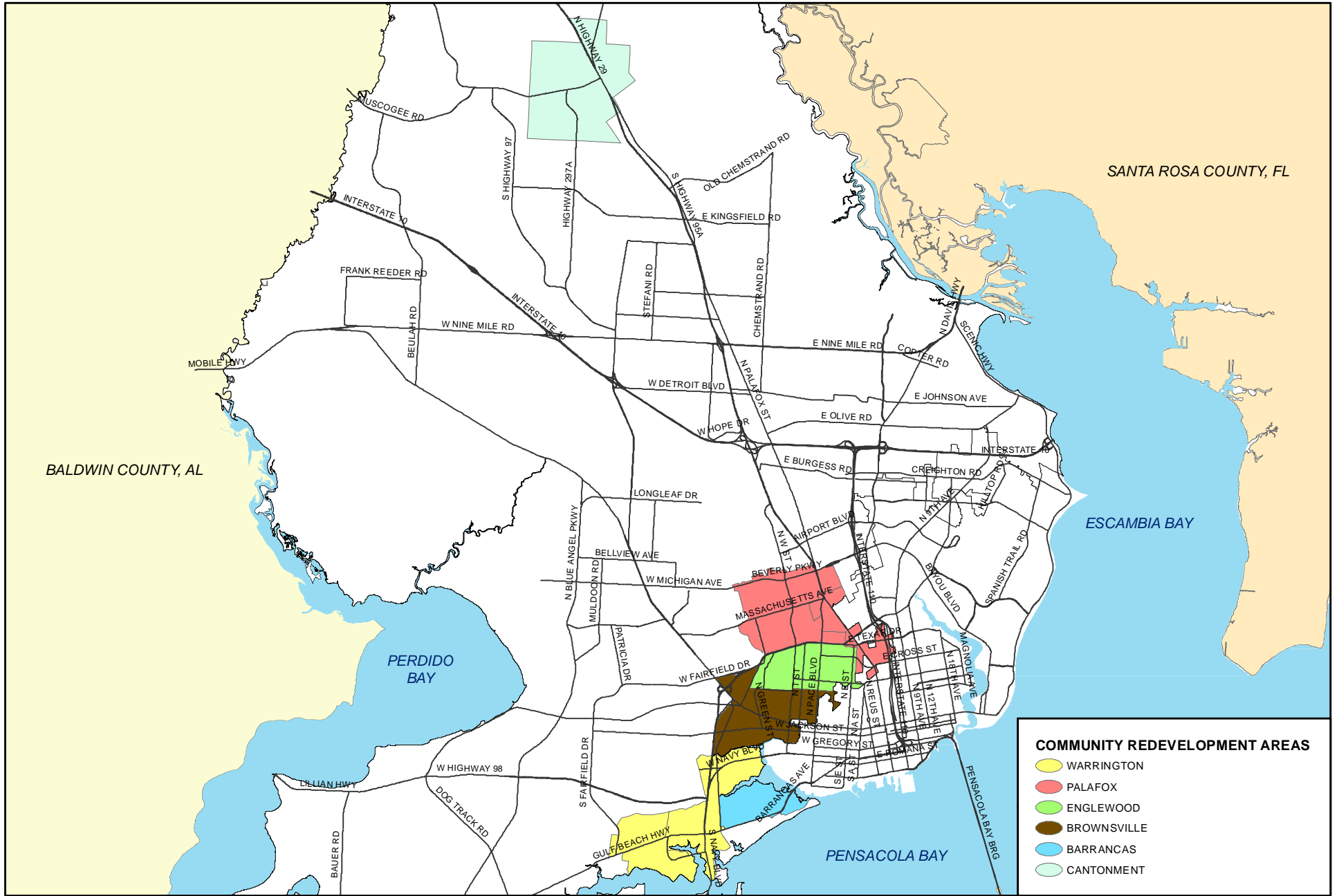
By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

ESCAMBIA COUNTY'S COMMUNITY REDEVELOPMENT AREAS



BALDWIN COUNTY, AL

SANTA ROSA COUNTY, FL

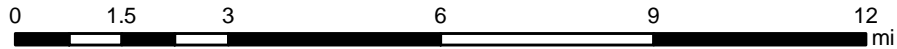
ESCAMBIA BAY

PERDIDO BAY

PENSACOLA BAY

COMMUNITY REDEVELOPMENT AREAS

- WARRINGTON
- PALAFX
- ENGLEWOOD
- BROWNSVILLE
- BARRANCAS
- CANTONMENT



1 in = 3 miles

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate."
Created August 17, 2011.

VERSION B

ORDINANCE NO. 2011-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING A NEW CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-106 THROUGH 86-108 AND AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CREATING THE ROADWAY SAFETY ORDINANCE THAT ESTABLISHES REGULATIONS FOR STOPPING AND STANDING ON MEDIANS AND PROVIDING FOR PENALTIES; AMENDING SECTIONS 86-250 THROUGH 86-253, THE PANHANDLING ORDINANCE TO PROVIDE FOR ADDITIONAL LEGISLATIVE FINDINGS AND UPDATED COMMUNITY REDEVELOPMENT AREA INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stopping and standing on medians creates a serious safety threat to pedestrians and motorists by causing a distraction to motorists; and,

WHEREAS, the County has a significant interest in protecting the health, safety and welfare of those traveling upon the roadways or rights-of-way or using areas adjacent to the roadways within the County; and

WHEREAS, Escambia County is experiencing an increase in behavior that distracts drivers on the public roads and rights-of-way, poses a safety threat to pedestrian and vehicular traffic and disrupts the flow of traffic; and

WHEREAS, the Escambia County Board of County Commissioners desires to take appropriate measures to protect the health, safety and welfare of those living and traveling within Escambia County, Florida.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Chapter 86, Article IV, Division 2, Sections 86-106 through 86-108, are hereby created to read as follows:

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USE OF ROADS AND RIGHTS-OF-WAY

Section 86-106 PROVIDING FOR A TITLE.

This section shall be known as “The Roadway Safety Ordinance”.

Section 86-107 STOPPING AND STANDING ON MEDIANS.

1. Findings. The purpose of this section is to regulate standing or stopping upon medians in a manner that is narrowly tailored to serve the County’s significant interests in vehicular and pedestrian safety and the free flow of traffic. This section is intended to apply evenhandedly to all persons who desire to stand or stop upon medians, regardless of their message. This section also is intended to leave open ample alternative channels of communication to engage in First Amendment protected activity. For example, this section does not prohibit a person from engaging in First Amendment protected activity on a public sidewalk not in a median. However, nothing contained in this section shall be construed to permit activities that are otherwise prohibited by applicable laws, regulations or ordinances.

2. Definition. For purposes of this section, the term “median” means any paved or unpaved area that separates vehicular traffic lanes in a right-of-way.

3. Prohibition. It shall be unlawful for any person to stand or stop upon any median, except as otherwise provided in this section.

4. Exceptions. (a.) The prohibitions contained in this section shall not apply to persons standing or stopping upon medians for the purpose of crossing the street in accordance with applicable traffic and safety laws, regulations and ordinances. Such persons standing or stopping upon medians shall cross the street as soon as possible in accordance with applicable traffic and safety laws, regulations and ordinances and

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shall not stand or stop upon the median any longer than necessary to legally cross the street.

(b.) The prohibitions contained in this section shall not apply to persons standing or stopping upon medians for the purpose of conducting government authorized construction, maintenance or similar activities.

Section 86-108 PENALTY.

Any person convicted of violating this ordinance shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

Section 2. Chapter 86, Article VIII, Sections 86-250 through 253 are hereby amended to read as follows:

Section 86-250 LEGISLATIVE FINDINGS.

The Board of County Commissioners hereby make the following legislative findings:

1. Aggressive soliciting, begging or panhandling warrants justifiable alarm or immediate concern for the safety of persons or property and can cause apprehension and fear in the intended target of the soliciting, begging or panhandling.
2. Soliciting, begging or panhandling on the public roadways or rights-of-way creates a safety hazard for both pedestrians and those travelling upon the roadways and rights-of-way, and poses a disruption to the free flow of traffic.

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3. Escambia County has a significant interest in protecting the health, safety and welfare of those peacefully moving about within the County.
14. Studies have shown that soliciting, begging or panhandling has a negative impact on the attraction of businesses to the area as well as the ability to retain existing businesses; and,
25. Studies have shown that soliciting, begging or panhandling causes a sense of fear and intimidation, particularly at night, on roadways or in confined areas; and,
36. Studies have shown that soliciting, begging or panhandling contributes to the negative perception of those areas where it occurs, which discourages shoppers and visitors and contributes to the lack of enjoyment of public places within those areas.

Section 86-251 DEFINITIONS.

- A. Arterial roadway means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.
- B. Begging means for purposes of this section only, the same as soliciting, below.
- C. Community outreach services means a public or private services provider that offers residential, rehabilitative, medical or social services assistance, including but not limited to mental health treatment, drug or alcohol rehabilitation or homeless assistance services for individuals in need

VERSION B

thereof. One example of an entity that can help individuals access such services is First Call for Help.

- D. Community Redevelopment Areas means those areas of the County the Board of County Commissioners has found to be areas of slum and blight as set forth in §§ 163.330 – 163.463, Fla. Stat.

Escambia County's Community Redevelopment Areas include the Barrancas Redevelopment Area, Brownsville Redevelopment Area, Cantonment Redevelopment Area, Englewood Redevelopment Area, Palafox Redevelopment Area and Warrington Redevelopment Area and these areas are set forth in the map made a part of this ordinance. The Board of County Commissioners may establish additional Community Redevelopment Areas pursuant to sections 163.330 – 163.463, Florida Statutes.

- E. Panhandling means for purposes of this section only, the same as soliciting, below.
- F. Soliciting means for purposes of this section only, any request made in person on a street, sidewalk, or public place, asking for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation. Soliciting shall not include passively standing or sitting with a sign or other indication that one is seeking donations without addressing the request to any specific person.

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Section 86-252 SOLICITING, BEGGING OR PANHANDLING PROHIBITED IN CERTAIN AREAS OR UNDER CERTAIN CIRCUMSTANCES.

It shall be unlawful for any person to solicit, beg or panhandle in the unincorporated areas of Escambia County in the following areas or under the following circumstances:

- A. On any day after sunset, or before sunrise; or
- B. When either the panhandler or the person being solicited is located at any of the following locations:
 - 1. At a bus stop.
 - 2. In any public transportation vehicle.
 - 3. In any public transportation facility.
 - 4. In a vehicle which is parked or stopped on a public street or alley.
 - 5. In a sidewalk café.
 - 6. Within 20 feet from any ATM machine or entrance to a bank.
 - 7. Within 20 feet of a public toilet facility.
 - 8. From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this prohibition shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle; or
- C. In an aggressive manner, to include any of the following:
 - 1. Touching the solicited person without the solicited person's consent.
 - 2. Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment.

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3. Blocking the path of a person being solicited, or the entrance to any building or vehicle.
 4. Following behind, ahead or alongside a person who walks away from the panhandler after being solicited.
 5. Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled.
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New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)-Interchange Overpass

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Cantonment Redevelopment Area

None.

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Section 86-253 PENALTIES.

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VERSION B

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Section 5. EFFECTIVE DATE.

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VERSION B

DONE AND ENACTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

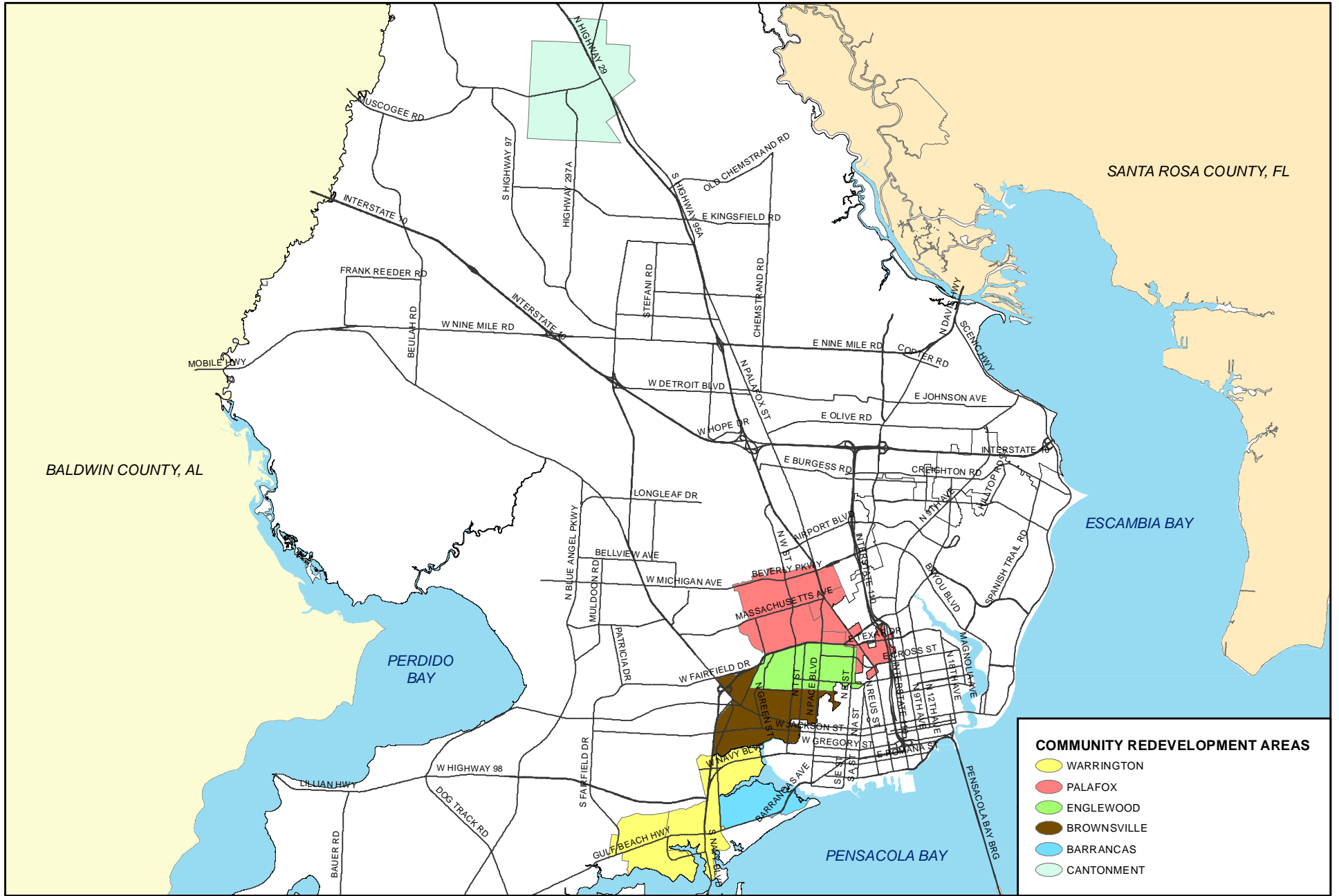
By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

ESCAMBIA COUNTY'S COMMUNITY REDEVELOPMENT AREAS



BALDWIN COUNTY, AL

SANTA ROSA COUNTY, FL

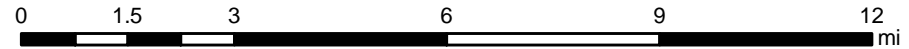
ESCAMBIA BAY

PERDIDO BAY

PENSACOLA BAY

COMMUNITY REDEVELOPMENT AREAS

- WARRINGTON
- PALAFX
- ENGLEWOOD
- BROWNSVILLE
- BARRANCAS
- CANTONMENT



1 in = 3 miles

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate."
Created August 17, 2011.