THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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 – November 17, 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 White.

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. Presentation of County pins to the Russian delegation traveling in the United States as guests of the U.S. Congress through the Open World Program of the U.S. Library of Congress.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating George Hoffman, Equipment Operator III, Public Works Department, on his retirement after 16 years of service; and

B. The Proclamation commending and congratulating Sava Varazo, Water Quality Manager, Community and Environment Department, on his retirement after 4 years of service.

8. Proclamations.

Recommendation: That the Board ratify the following four Proclamations:

A. The Proclamation dated November 2, 2011, recognizing and commending the life and actions of the late Lieutenant John Watson, USN, for his dedication, leadership, and service to our community, our country and the Armed Forces;

B. The Proclamation dated November 7, 2011, extending congratulations to Bellview Middle School for 50 years of service to the School District of Escambia County;

C. The Proclamation dated November 7, 2011, joining the Florida Pediatric Society/Florida Chapter of the American Academy of Pediatrics and the Florida Children's Medical Services in commending and congratulating Dr. Jimmy E. Jones for the distinct honor of receiving the Philip O. Lichtblau Award and for his dedication, leadership and service to our children and our community; and

D. The Proclamation dated November 9, 2011, joining the Gathering Awareness and Book Center in extending a warm welcome to Ms. Lecia Brooks on the occasion of her visit to Escambia County and wishing her continued success in future endeavors.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Barrancas Redevelopment Area Plan.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning adopting a Resolution amending the Barrancas Redevelopment Area Plan:

A. Adopt the Resolution 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; and

B. Authorize the Chairman to execute the Resolution.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action:

A. Adopt Version "A," which would create a new Chapter 86, Article IV, Division 2, Sections 86-106 through 86-109, of the Escambia County Code of Ordinances, titled the Roadway Safety Ordinance. The Ordinance would establish regulations for stopping and standing on medians and provides for penalties. Version "A" also amends Chapter 86, Article VIII, Sections 86-250 through 86-253, the Panhandling Ordinance, to provide for additional legislative findings and update the Community Redevelopment Area information;

OR

B. Adopt Version "B," which would create a new Chapter 86, Article IV, Division 2, Sections 86-106 through 86-108, of the Escambia County Code of Ordinances, titled the Roadway Safety Ordinance. The Ordinance would establish regulations for stopping and standing on medians and provides for penalties. Version "A" also amends Chapter 86, Article VIII, Sections 86-250 through 86-253, the Panhandling Ordinance to provide for additional legislative findings and update the Community Redevelopment Area information. Version "B" does not include in the Roadway Safety Ordinance section concerning approaching motor vehicles on roadways or rights-of-way.

12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Coventry Estates 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 Coventry Estates 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.

13. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held November 10, 2011, recommends that the Board take the following action:

A. Allow the Florida Association of Convention and Visitors Bureaus (FACVB) to conduct a study *(at no cost to the County)* and come back to the Board within 30 days with all the options, with the advantages and disadvantages of each option, with all tourism stakeholders to be included, and the County Administrator's guidelines to be considered, relative to Tourist Development *(Tax)* Funding (C/W Item 4);

B. Authorize the County Administrator to meet with representatives of the Sheriff's Office to discuss possible options, for discussion at the December 15, 2011, C/W Workshop, relative to Code Enforcement Officer Safety Issues (Guns), (C/W Item 5); and

C. Support staff's recommendations in the report back to the Department of the Interior and the National Park Service, as outlined in the "Gulf Islands National Seashore Draft General Management Plan" PowerPoint Presentation (Commissioner White Add-on #1).

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

A. Payroll Expenditures for Pay Date November 10, 2011, in the amount of $2,076,192.44;

B. The following two Disbursement of Funds:

(1) October 27, 2011, to November 2, 2011, in the amount of $9,534,961.13; and

(2) November 3, 2011, to November 9, 2011, in the amount of $1,863,802.56;

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

D. The Tourist Development Tax Collections Data for the September 2011 returns received in the month of October 2011; this is the first month of collection in Fiscal Year 2012, and the total collected for the month of September 2011 was $458,182, which is a 6.77% increase over collections during September 2010; and

E. Budget Comparison Reports for one month, or 8.29%, of Fiscal Year 2012, as follows:

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

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

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER

2. Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 465* , for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 473 and 474), for the period April 7, 2011, through June 2, 2011, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

3. Recommendation Concerning Removal of Fixed Assets from Inventory

That the Board approve the transfer of machinery and equipment from its Fixed Assets Inventory Records to the Escambia County Sheriff's Office as of September 30, 2011, in the amount of $2,668,961.95.

4. Recommendation Concerning Approval of County Investment Advisory Committee Meeting Minutes

That the Board approve the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held July 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on October 28, 2011.

5. 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 *Northwest Florida Water Management District 2010 Annual Report* , and the *Governing Board Meeting Schedule for 2012* , as provided by Robin K. Tucker, Executive Assistant, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on November 4, 2011.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 3, 2011;

B. Approve the Minutes of the Attorney-Client Session held November 3, 2011;

C. Approve the Minutes of the Regular Board Meeting held November 3, 2011; and

D. Approve the Minutes of the Attorney-Client Session held November 10, 2011.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, December 8, 2011

A. 5:46 p.m. LDC Ordinance - Article 7 “Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages”
B. 5:47 p.m. LDC Ordinance - Article 2 "BCC Review and Action of Rezonings"
C. 5:48 p.m. LDC Ordinance - Article 8 "Signage"

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning CRA Meeting Minutes October 20, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the October 20, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Palafox Parkway, Brentwood Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for December 9, 2011, at 5:32 p.m., to consider the Petition to Vacate a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.

Palafox Parkway (40' R/W) is a paved County-maintained road, dedicated and shown on the Plat of Brentwood Park Subdivision, as recorded in Plat Book 1, at Page 11, of the Public Records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. Petitioner is requesting the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said Plat and as shown on Exhibit "A".

3. Recommendation Concerning Appointments/Reappointments to the Escambia County Extension Council - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning appointments/reappointments to the Escambia County Extension Council:

A. Appoint the following four individuals to a two-year term effective December 1, 2011, through November 30, 2013:

ZONE	NAME AND ADDRESS
1	Mark Casson, 10810 Highway 97, McDavid, Florida, 32568
3	Vernon Hiebert, 4890 Lemon Road, Walnut Hill, Florida, 32568
5	Charles Woodward, 5516 Molino Road, Molino, Florida, 32577
11	Carol B. Tanksley, 8012 Eastwood Lane, Pensacola, Florida, 32514-6551

B. Reappoint the following two individuals to a two-year term, effective December 1, 2011, through November 30, 2013:

ZONE	NAME AND ADDRESS
7	Debbie Looney, 9491 Cove Avenue, Pensacola, Florida, 32534
9	Julie Sackman, 3451 Wellington Road, Pensacola, Florida, 32504

C. Request the County Administrator's Office provide letters of appointment to incoming members and letters to appreciation to out-going members.

4. Recommendation Concerning the Chairman's 2011/2012 Annual Appointments to Boards and Committees - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Chairman Wilson B. Robertson's 2011/2012 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective November 17, 2011.

5. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Casino Beach Fishing Pier - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Casino Beach Fishing Pier, from 11:59 p.m., December 31, 2011, to 12:10 a.m., January 1, 2012.

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

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

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

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

8. Recommendation Concerning Establishing a Resolution of Support for "Project Control" as a Qualified Target Industry Business - Charles R. "Randy" Oliver, County Administrator

   That the Board take the following action concerning establishing a Resolution of Support for "Project Control," as a Qualified Target Industry Business and providing for local financial support not to exceed $9,000, in the form of an Economic Development Ad Valorem Tax Exemption (EDATE) and a Grant from the Economic Development Incentive Fund:

   A. Adopt a Resolution expressing support for "Project Control" as a Qualified Target Industry Business and providing for local financial support not to exceed $9,000; and

   B. Authorize the Chairman to sign the Resolution.

9. Recommendation Concerning the County Administrator Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the County Administrator appointment to the Escambia County Animal Services Advisory Committee:

A. Confirm the appointment of Lindley Paxton Barden as an at-large representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective November 17, 2011, through November 16, 2014; and

B. Request the County Administrator's Office to provide a letter of appreciation to George I. Felt, Jr., for his dedicated service.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #029 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, Local Option Sales Tax II (LOST), Fund (351), and Local Option Sales Tax III (LOST), Fund (352), in the amount of $4,765,306.20, to recognize a transfer of funds from LOST II to LOST III, and to appropriate these funds as part of the final close-out of the LOST II Fund for capital and infrastructure projects in Escambia County.

2. Recommendation Concerning Adjustments to the Escambia County Emergency Medical Services Ambulance Fee Schedule and EMS Billing/Collecting Procedures Policy – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Escambia County Emergency Medical Services (EMS) Ambulance Fee Schedule and EMS Billing/Collecting Procedures Policy:

A. Adopt the Resolution providing for a revised schedule of fees specific to mileage, base rates, and other charges, revising the EMS Billing/Collecting Procedures Policy, authorizing submittal of certain outstanding debts to credit bureaus, and authorizing the Public Safety Director to write-off certain debts, effective upon adoption by the Board; and,

B. Authorize the Chairman to sign the Resolution.

3. Recommendation Concerning CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements, to Panhandle Grading & Paving, Inc., for a total amount of $2,234,240.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0105]

4. Recommendation Concerning the Surplus and Sale of Real Property Located at Lepley Road North - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at Lepley Road North:

A. Declare surplus the Board's real property, Account Number 03-0504-050, Reference Number 23-1S-30-1201-002-083;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of $2,805, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

5. Recommendation Concerning Authorization to Foreclose Real Property Located at 413 Rue De Rocheblave - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure on real property located at 413 Rue De Rocheblave, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002, due to the following Liens: 2006 Code Enforcement Lien, in the amount of $158,022.24, recorded in Official Records Book 5887, at Page 1743; and 2010 Nuisance Abatement Lien, in the amount of $372.99, recorded in Official Records Book 6629, at Page 1813, of the Public Records of Escambia County, Florida. There is also a pending 2011 Nuisance Abatement Lien. The current assessed value is $16,720.

6. Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a Resolution to cancel taxes on property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001, recently acquired by the County:

A. Adopt the Resolution to cancel taxes from 2005 thru 2011 on property; total tax amount for parcel located at 540 Gulf Beach Highway is $2,292 06. This property is scheduled to be used for Public Work's Bayou Grande Master Drainage Plan [Improvement E2] as well as a major drainage way for a 150-acre basin including several County roads; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

7. Recommendation Concerning Design Services for Kingsfield Road Extension - Amy Lovoy, Management and Budget Services Department Director

   That the Board award a Lump Sum Contract to Hatch Mott MacDonald Florida, LLC, per PD 10-11.061, Design Services for Kingsfield Road Extension, in the amount of $292,853.65, equaling 30% of the Project cost and reserve the right to proceed with the remaining 70% of the Project, subject to an appropriation of funding and approval by the Board of County Commissioners.

   [Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 565301, Project Number 11EN1405]

8. Recommendation Concerning Purchase of Cisco Network Equipment for the Tax Collector's Office - David Musselwhite, Information Technology Department Director

   That the Board authorize the purchase of Cisco Network Equipment, in the amount of $63,420.20, (Quote 7858), from WaveNet Technologies, a TIG Company, by piggybacking off the Florida State Contract 250-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

   The Escambia County Tax Collector requested the purchase of Cisco network switch equipment to enhance and upgrade existing equipment at their Downtown, Marcus Pointe, Cantonment (Molino) and Warrington offices be made through the Board of County Commissioners, in order to take advantage of the substantial discounted pricing the County has obtained.

   [Funding: Fund 001, General Fund, Cost Center 270102]

9. Recommendation Concerning Residential Rehab Grant Program 11 Cancellations of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following 11 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

Property Owner's Name	**Property Address**	**Lien Amount**
Brian Kupferschmidt	2 Greve Court	$6,000
Edmund L. Brown	1000 Montclair Road	$2,376
Shirley Hudgins	35 Patton Drive	$1,850
Tilmer and Roberta Hammond	334 South 1st Street	$650
David Smith	414 South 1st Street	$825
Vincent Distefano	5 Northwest Syrcle Drive	$3,288
Carol Fae Crona	518 South 1st Street	$799
Susan Smith	429 Baublits Court	$6,000
Linda Y. Kennedy	410 South 1st Street	$937
Gregory B. Pack	225 Northwest Syrcle Drive	$4,080
Shannon L. O'Brien	551 South 1st Street	$750

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

10. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 225 Southeast Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 225 Southeast Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cathy L. Cooksey, owner of residential property located at 225 Southeast Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of $2,784, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the installation of new storm windows; and

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

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

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

Property Owner's Name	**Property Address**	**Lien Amount**
Kim's "Mini Blessings" Child Development Center, Inc.	1119 North Pace Boulevard	$7,527
Henry L. Arnold	2401 North "L" Street	$1,210
Fun Zone Pizza, Inc.	1000 North Navy Boulevard	$10,000

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

12. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1720 West Fairfield Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1720 West Fairfield Drive:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Dwyke L. Rushing, owner of commercial property located at 1720 West Fairfield Drive, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of $10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, 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 resurfacing and re-striping the parking lot; and

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

13. Recommendation Concerning Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., for the Sanchez Court Rental Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., related to the Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4):

A. Approve Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., related to the Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4), to revise Contract retainage provisions to stipulate that at the County's discretion, five percent of the sum retained for payments related to an individual building may be released to the contractor prior to final completion of the entire project, upon receiving a Certificate of Occupancy for the building and approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the project.

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

14. Recommendation Concerning the Agreement Between Neighborhood Enterprise Foundation, Inc., and Escambia County, Florida - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Agreement Between Neighborhood Enterprise Foundation, Inc., and Escambia County:

A. Approve the Agreement Between Neighborhood Enterprise Foundation, Inc. (NEFI), and Escambia County, Florida, for housing and community development program management for an initial five-year term, beginning on December 1, 2011, and extending through November 30, 2016, with an optional extension for an additional five-year term upon mutual approval by NEFI and Escambia County, as provided for in Section VII (3) of the Agreement;

B. Authorize the County Administrator and County Attorney to take the action necessary to affect the Agreement between Escambia County and NEFI to provide for continuing management and implementation of housing and community development activities in Escambia County; and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents as required.

[Funding: Funding for the services to be provided through the Agreement will be solely provided through the allocation of administrative and operational costs to the various Grants managed by NEFI in the future. No County General Fund resources are required.]

15. Recommendation Concerning the Acquisition of Property, Totaling Approximately 14.81 Acres, Located Along Camp Road and Pine Barren Road, Escambia County, Florida, Owned by RMS Timberlands, LLC - 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, owned by RMS Timberlands, LLC:

A. Authorize the purchase of the property from RMS Timberlands, LLC, for $52,879, under the terms and conditions described in the Real Estate Sales Contract; and

B. 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]

CONTRACT TO BE DISTRIBUTED UNDER SEPARATE COVER

16. Recommendation Concerning Public Transportation Joint Participation Agreement, Providing Fiscal Year 2011-2012 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 42226018401, providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation JPA Number 42226018401, providing for Florida Department of Transportation (FDOT) participation, in the amount of $350,000 of Fiscal Year 2012 funding, to Escambia County Area Transit (ECAT) for the Davis Highway Urban Corridor Project; and

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

17. Recommendation Concerning Change Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, "Design Consulting Engineering Services for Jernigan and Cody Road" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$157,010.00
Vendor:	Bayside Consulting Group of Northwest Florida, LLC
Project Name:	Jernigan and Cody
Contract:	PD 09-10.044 "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Blvd. Realignment"
PO No.:	101410
CO No.:	5
Original Award Amount:	$228,790.00
Cumulative Amount of Change Orders through this CO:	$157,010.00
New Contract Total	$385,800.00

Meeting in Regular Session on May 20, 2010, the Board approved awarding a Task Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, for "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Boulevard Realignment". This Change Order will allow the engineer to provide consulting services for Jernigan and Cody Road upgrades and Sunnehanna Boulevard Realignment, and to coordinate with the State of Florida Department of Transportation (FDOT) and FDOT's consultant as needed. Change Orders #1-4 were Change Orders for time only.

[Funding Source: Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0045]

18. Recommendation Concerning Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project Engineering-Design – Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve issuance of a Task Order to Kenneth Horne & Associates, Inc., in the amount of $119,957.41, on Contract PD 02-03.79, "Professional Services" (as Governed by Florida Statute 287.055), which includes a lump sum engineering fee of $99,126.14, with allowances for surveying, geotechnical, permit fees, and environmental consultant fees totaling $20,831.27, to design and provide limited construction inspections for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #09EN0093 "Maplewoods"]

19. Recommendation Concerning Change Order to Kenneth Horne & Associates, Inc., for Professional Engineering, Design and Survey Services for Bartow Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$4,663.02
Vendor:	Kenneth Horne & Associates, Inc.
Project Name:	Bartow Area Drainage
Contract:	PD 02-03.79.23.5.ENG
PO No.:	100823
Change Order No.:	2
Original Award Amount:	$49,908.37
Cumulative Amount of Change Orders Through CO#2:	$ 4,663.02
New Contract Total:	$54,571.39

On December 4, 2009, a Task Order was issued to Kenneth Horne & Associates, Inc., to provide professional engineering, design and survey services for the Bartow Area Drainage Project. This includes analyzing historical drainage and flooding issues from Eliasberg Street, north on Bartow Avenue to the road's termination point at Jones Swamp Creek. In addition, the engineer is developing a scope of work to eliminate current flooding conditions without the use of open swales, which will incorporate a Vortech or similar water cleaning structure at or near the outfall of Jones Swamp. The re-design of the cul-de-sac by Kenneth Horne & Associates, Inc., is necessary due to a manufacturing error with the sediment control box. Change Order #1 was for time only.

The Purchasing Ordinance specifies that cumulative amounts to an award that have reached or exceeded $50,000 require Board approval.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #10EN0078 "Bartow Avenue Drainage"]

20. Recommendation Concerning a Memorandum of Agreement (MOA) Between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning a Memorandum of Agreement (MOA) between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County for the establishment of an Archery Park:

A. Approve the MOA between the FWC and the County acknowledging their responsibility to provide mutually beneficial support in their respective efforts to complete the project known as the Escambia County Archery Park; and

B. Authorize the Chairman to execute the MOA without further action of the Board.

[Funding: Federal Aid Assistance from the Wildlife Restoration Program; donations to either the County, FWC, Archery Park, or Wildlife Foundation of Florida that are earmarked for the Archery Park; Grants obtained for the Archery Park; contributions from other nonprofit organizations; local, State and Federal funding for the Archery Park, and those funds available within any party's budget designated for the Archery Park to support the Archery Park in carrying out the purposes for which the Archery Park was established; Fund 401, Solid Waste, Cost Center 230309]

21. Recommendation Concerning the Award of Contract PD 10-11.079, Perdido Key Fire Station and Community Center - Charles R. "Randy" Oliver, County Administrator

That the Board award a Contract to Rod Cooke Construction, Inc., in the base bid amount of $3,200,000, plus add alternate #1, in the amount of $175,000, and add alternate #2, in the amount of $1,245,000, for a total Contract award of $4,620,000, for the Perdido Key Fire Station and Community Center, PD 10-11.079, and authorize the County Administrator to execute all documents.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project #08PF0012]

22. Recommendation Concerning a Lease Agreement between Escambia County and SETCO Florida Partners for Temporary Space to House the Perdido Key Visitor's Information Center During the Construction of the Perdido Key Fire Station and Community/Visitor's Information Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Lease Agreement with SETCO Florida Partners for property located at 14620 Perdido Key Drive, Suite 200, Perdido Key, Florida, 32507:

A. Approve and authorize the Chairman to sign a Lease Agreement for the property located at 14620 Perdido Key Drive, Suite 200, Perdido Key, Florida, 32507. This Lease shall be for $1,200/month for a period of 18 months, commencing on December 1, 2011, and expiring on June 1, 2013. In the event an extension is necessary, this Agreement may be renewed on a month-to-month basis for not more than six months under the same covenants and conditions; and

B. Approve the allocation of $21,600 from the General Fund's Reserves for Operating to pay the Lease cost for the space provided to the Perdido Key Visitor's Information Center during the renovation of the fire station.

[Funding: This action will increase the total project budget for the Perdido Key Fire Station by $21,600, which amount will be transferred from Fund 001, General Fund, Cost Center 110201, Administration, Object Code 59805, Reserves for Operating to Fund 001 General Fund, Cost Center 210601, Facilities Management Administration, Object Code 54401, Rentals and Leases]

The purpose of this Lease is to provide temporary accommodations for the continued operations of the Perdido Key Visitor's Information Center during the construction of the new Perdido Key Fire Station and Community/Visitor's Information Center buildings.

At the November 17, 2011, Board of County Commissioners' meeting the Board will be asked to approve and award a Contract to a general contractor for the demolition of the existing Fire Station/Visitor's Information Center building and construction of a new Fire Station building and a new Community/Visitor's Information Center building. This will require the occupants of the existing building to temporarily relocate during the entire construction phase. Fire Fighters will relocate to the Innerarity Fire Station, located at 14250 Innerarity Point Road, and the Visitor's Information Center will relocate to this leased facility.

III. For Discussion

1. Recommendation Concerning Refinancing the Outstanding 2002 Capital Improvement Bonds - Amy Lovoy, Management & Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the "2011 Resolution") authorizing the issuance and sale of a not exceeding $20,000,000 Escambia County, Florida, Capital Improvement Revenue Bond, Series 2011 (the "2011 Bond"), which 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock, if required.

(THE RESOLUTION WILL BE DISTRIBUTED UNDER SEPARATE COVER)

2. Recommendation Concerning the Sale of Real Property Located at 7251 North Century Boulevard - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the sale of real property located at 7251 North Century Boulevard, Account Number 11-1678-000, Reference Number 07-5N-30-1205-000-000:

A. Authorize the sale of the property in accordance with Section 46-131 of the Escambia County Code of Ordinances. The real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property, and the size, shape, location and value of the property would make it of use only to one or more adjacent property owners; and

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

3. Recommendation Concerning Precinct Updates - Honorable David Stafford, Supervisor of Elections

   (PLACEHOLDER - RECOMMENDATION AND BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

4. Recommendation Concerning Reallocation of Local Option Sales Tax Funding for Tennis Courts at Armstrong Park Located in the City Limits of Pensacola - Amy Lovoy, Management and Budget Services Department Director

   That the Board approve the reallocation of $50,000 from the Palafox Streetscaping Project to provide funding for tennis courts to be located at Armstrong Park.

   [Funding Source: LOST III (352), Cost Center 220102]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Barney Cash

That the Board approve a Workers' Compensation settlement to former employee Barney Cash, in the amount of $500,000, inclusive of attorney's fees and costs. An excess insurance carrier shall reimburse Escambia County for 100.0% of this settlement amount.

2. Recommendation Concerning Scheduling of an Attorney-Client Session on December 8, 2011 at 3:30 p.m.

That the Board:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for December 8, 2011 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, November 26, 2011.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of *Theresa Lynn Urbaniak v. Escambia County Emergency Medical Services*; *Roy M. Stallworth v. Escambia County Emergency Medical Services*; and *Robert Mark Herrmann v. David Morgan, et al.* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m., C.S.T. on Thursday, December 8, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1763 **Proclamations Item #: 7.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: Recommendation Concerning the Adoption of Retirement Proclamations
From: Ron Sorrells
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating George Hoffman, Equipment Operator III, Public Works Department, on his retirement after 16 years of service; and

B. The Proclamation commending and congratulating Sava Varazo, Water Quality Manager, Community and Environment Department, on his retirement after 4 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

111711 Retirement Proclamations

PROCLAMATION

WHEREAS*, George A. Hoffman worked as a County employee very faithfully for 16 years, retiring as an Equipment Operator III with the Public Works Department, Roads Division.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to George A. Hoffman for 16 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: November 17, 2011

PROCLAMATION

WHEREAS*, Sava Varazo, after a successful 30 year career with the Florida Department of Environmental Protection, worked as a County employee very faithfully for 4 years, retiring as a Water Quality Manager with the Community & Environment Department, Water Quality & Land Management Division.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Sava Varazo for 4 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: November 17, 2011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1782 **Proclamations Item #: 8.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: Ratification of Proclamations
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board ratify the following four Proclamations:

A. The Proclamation dated November 2, 2011, recognizing and commending the life and actions of the late Lieutenant John Watson, USN, for his dedication, leadership, and service to our community, our country and the Armed Forces;

B. The Proclamation dated November 7, 2011, extending congratulations to Bellview Middle School for 50 years of service to the School District of Escambia County;

C. The Proclamation dated November 7, 2011, joining the Florida Pediatric Society/Florida Chapter of the American Academy of Pediatrics and the Florida Children's Medical Services in commending and congratulating Dr. Jimmy E. Jones for the distinct honor of receiving the Philip O. Lichtblau Award and for his dedication, leadership and service to our children and our community; and

D. The Proclamation dated November 9, 2011, joining the Gathering Awareness and Book Center in extending a warm welcome to Ms. Lecia Brooks on the occasion of her visit to Escambia County and wishing her continued success in future endeavors.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Proclamations

PROCLAMATION

***WHEREAS**, for 100 years United States Naval Aviation has enhanced the United States Navy's (USN) ability to accomplish its mission of protecting and defending the right of the United States and our allies to move freely on the oceans and to protect our country against her enemies; and*

***WHEREAS**, Lieutenant John Watson, USN, born and raised in Escambia County, Florida, while flying the F-14 Tomcat for VF-84 on board the USS Nimitz, served at the tip of the spear of the mission of protecting and defending the United States; and*

***WHEREAS**, on May 3, 1980, while supporting that mission in the Mediterranean Sea and flying the airplane he loved, Lieutenant Watson paid the ultimate price; and*

***WHEREAS**, during the mishap that took his life, Lieutenant Watson's actions and precise attention to procedure helped future pilots and young Escambia County Aviators to survive similar situations; and*

***WHEREAS**, Lieutenant John "Squirt" Watson will always be part of the history of Naval Aviation, a part of the heart of our community, and a man who gained his spirit of commitment to the United States Navy here in Escambia County; and*

***WHEREAS**, Lieutenant Watson personally embodied the spirit of the American people and set the ultimate example for future Escambia County patriots to follow.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby, recognize and commend the life and actions of the late Lieutenant John Watson, USN, for his, dedication, leadership, and service to our community, our country and the Armed Forces.*

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

BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FLORIDA

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

Dated: November 2, 2011

PROCLAMATION

***WHEREAS**, Bellview Middle School opened in September 1961 for its first group of students; and*

***WHEREAS**, approximately 23,000 students have attended Bellview Middle School since it opened in 1961; and*

***WHEREAS**, Victoria Gibowski has been the principal of Bellview Middle School since 2005. Ms. Gibowski was the winner of the 2011 Principals Advocate Award - Secondary for Escambia County; and*

***WHEREAS**, Bellview Middle School has five National Board Certified Teachers. Many teachers from Bellview Middle School have gone on to be leaders in the Escambia County School District; and*

***WHEREAS**, Bellview Middle School continues to participate in the Alliance for a Healthier Generation Healthy Schools Program and earned a Silver Level Award for the 2009-2010 school year, for working diligently to improve the health of the students and the community through educational resources and through promoting and encouraging healthy eating habits and physical activity; and*

***WHEREAS**, Bellview Middle School is celebrating its 50th anniversary on November 10, 2011.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Bellview Middle School for 50 years of service to the School District of Escambia County.*

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FLA. SEAL

Dated: November 7, 2011

PROCLAMATION

***WHEREAS**, the Philip O. Lichtblau Award is named in honor of the late Dr. Philip Lichtblau, a pediatric orthopedist who dedicated his career to children, regardless of anything other than need; and*

***WHEREAS**, the Philip O. Lichtblau Award was established by his family to honor the most outstanding pediatric surgeon (in any surgical specialty) in the State of Florida, whose life and career best demonstrate a commitment to children's health and well-being; and*

***WHEREAS**, this award is presented annually by the Florida Pediatric Society/Florida Chapter of the American Academy of Pediatrics and the Florida Children's Medical Services; and*

***WHEREAS**, this year's recipient of this prestigious award is the distinguished Dr. Jimmy E. Jones, who, like Dr. Lichtblau, has dedicated his life and career to the health and well-being of children; and*

***WHEREAS**, the significant contributions Dr. Jones has made to the Florida Children's Medical Services Program are renowned. His hospital affiliations include: Boston Children's Hospital; the U.S. Naval Hospital, Pensacola; the U.S. Naval Hospital, Okinawa, Japan; and Sacred Heart Hospital and the Nemours Children's Clinic, where he presently serves; and*

***WHEREAS**, Dr. Jones has many medical publications and presentations to his credit. Throughout his career, the leadership he has demonstrated, the diplomatic roles and committee appointments he has held and the professional organizations that Dr. Jones has participated in are far too numerous to mention.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins the Florida Pediatric Society/Florida Chapter of the American Academy of Pediatrics and the Florida Children's Medical Services in commending and congratulating Dr. Jimmy E. Jones for the distinct honor of receiving the Philip O. Lichtblau Award and for his dedication, leadership, and service to our children and our community.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Vice Chairman
District One

Kevin W. White, Chairman
District Five

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Dated: November 7, 2011

PROCLAMATION

***WHEREAS**, Lecia J. Brooks is a graduate of Loyola Marymount University. She worked for 12 years in a number of capacities for the National Conference for Community and Justice in its Los Angeles office; and*

***WHEREAS**, Ms. Brooks joined the staff of the Southern Poverty Law Center in Montgomery, Alabama, in 2004 as director of "Mix It Up at Lunch Day" – a Teaching Tolerance program designed to help break down racial, cultural and social barriers in schools; and*

***WHEREAS**, Ms. Brooks is currently serving as the Director of Outreach for the Center. As outreach director, Ms. Brooks leads the Center's outreach efforts on key initiatives and social justice issues and frequently gives presentations around the country to promote tolerance and diversity; and*

***WHEREAS**, Ms. Brooks also serves as director of the Civil Rights Memorial Center in Montgomery, Alabama, an interpretive center designed to provide visitors to the Civil Rights Memorial with a deeper understanding of the civil rights movement; and*

***WHEREAS**, The Gathering Awareness and Book Center is presenting a dinner event entitled: "A Day of Prayer and Thanksgiving; God and the African-American Community; Our Responsibility to the Next Generation"; and*

***WHEREAS**, the keynote speaker for this event is the renowned Ms. Lucia J. Brooks.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins the Gathering Awareness and Book Center in extending a warm welcome to Ms. Lecia J. Brooks on the occasion of her visit to Escambia County and wishes her continued success in all future endeavors.*

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

SEAL

By: Doris Harris
Deputy Clerk

Dated: November 9, 2011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1654 **Public Hearings Item #: 10.**

BCC Regular Meeting

Meeting Date: 11/17/2011

Issue: 5:31 p.m. Public Hearing for Consideration of Adoption of the Barrancas Redevelopment Area Plan Update

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Barrancas Redevelopment Area Plan.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning adopting a Resolution amending the Barrancas Redevelopment Area Plan:

A. Adopt the Resolution 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; and

B. Authorize the Chairman to execute the Resolution.

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 November 17, 2011, a CRA meeting was convened to recommend adoption of the Barrancas Redevelopment Plan Update. The Resolution and the Plan Update are attached.

BUDGETARY IMPACT:

N/A

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: _____
Wilson B. Robertson, 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

Board of County Commissioners • Escambia County, Florida

September 19, 2011

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Dear Community Redevelopment Agency (CRA) Members:

The Escambia County Planning Board has reviewed the Barrancas Redevelopment Plan Update as to its conformity with the County's Comprehensive Plan and concurs that the updated plan is in conformance. The plan furthers the goals outlined in several elements of the Comprehensive Plan and maintains a framework for the successful revitalization of the Barrancas Redevelopment Area in Escambia County. The Planning Board recommends the CRA support the adoption of the Barrancas Redevelopment Plan Update and the Board of County Commissioners adopt the plan update, following the required public hearing.

Sincerely,

Chairman
Escambia County Planning Board

c: Keith Wilkins, REP, Director, Community & Environment Department
Eva Peterson, Division Manager, Community Redevelopment Agency

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 round-abouts, 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 streeetscaping 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

Plan	Status
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

Plan	Status
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	TIF	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000
Mahogany Mill Boat Ramp and Road	TIF	$75,000	$0	$0	$0	$0	$75,000

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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.

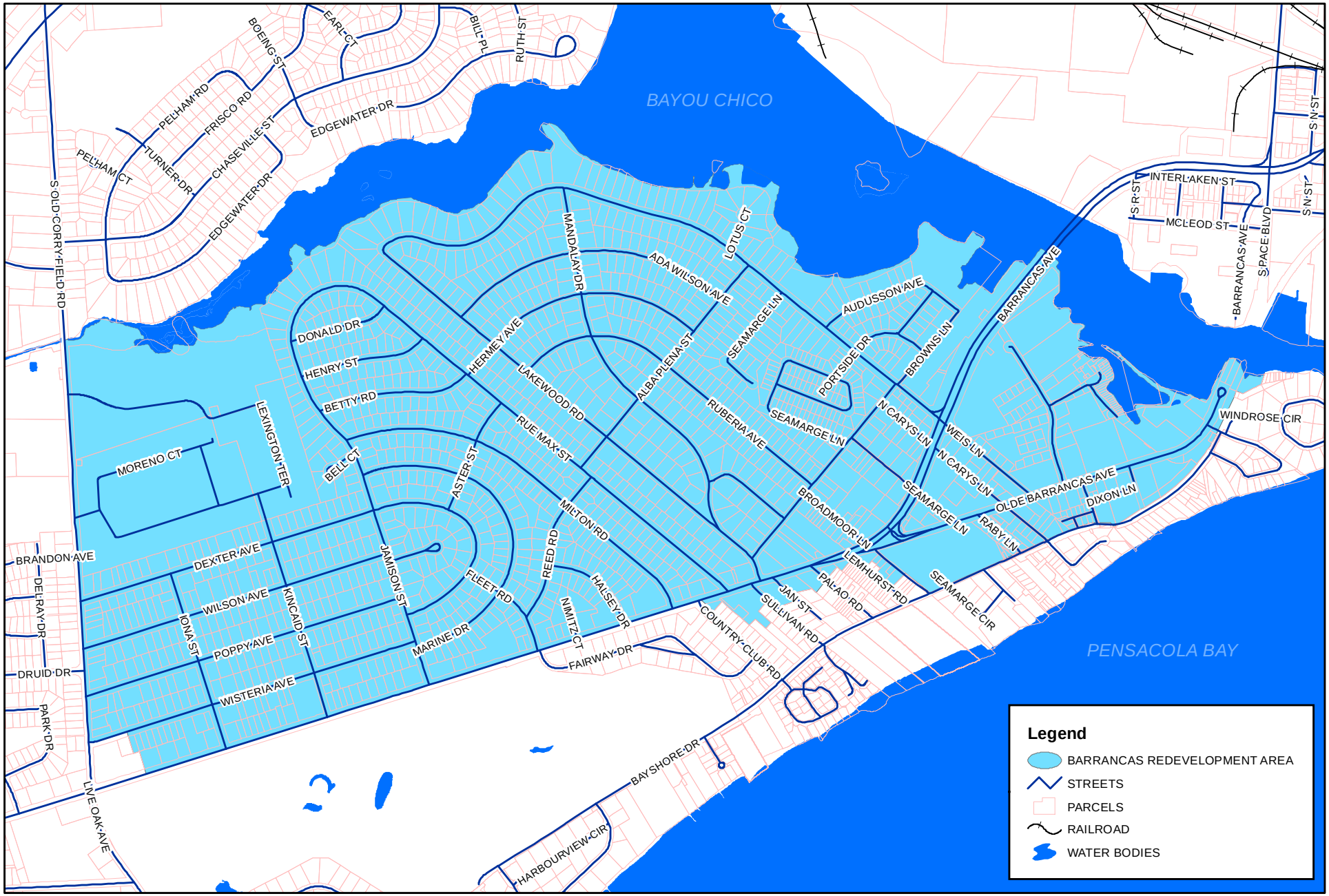
7. LEGAL DESCRIPTION

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.Book4531, 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

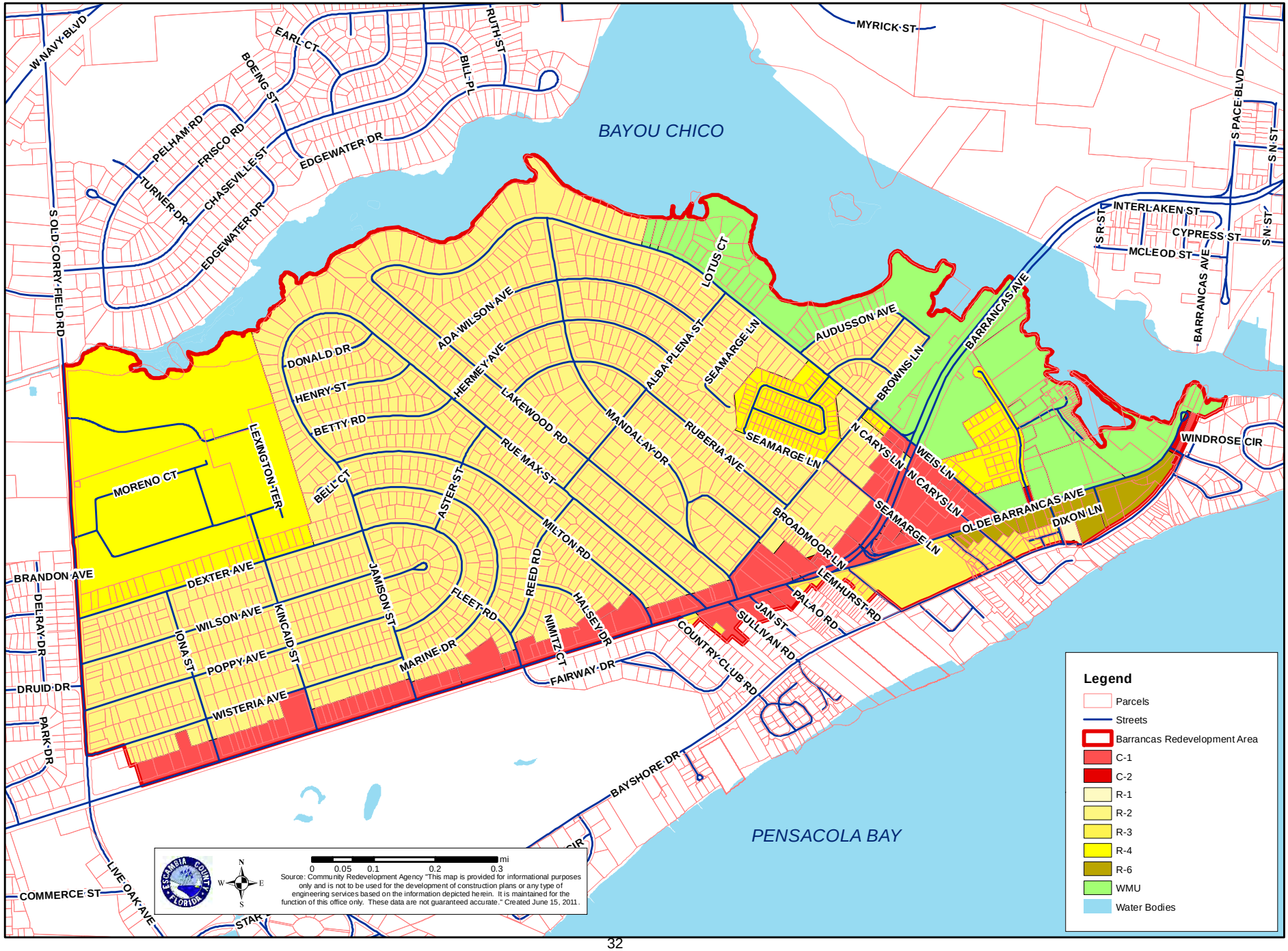
Line Of The Parcel Recorded In O.R. Book 1982 At Page 277 Of The Public Records Of Said County; Thence Proceed Southeasterly Along The East Line Of Said Parcel To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West 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

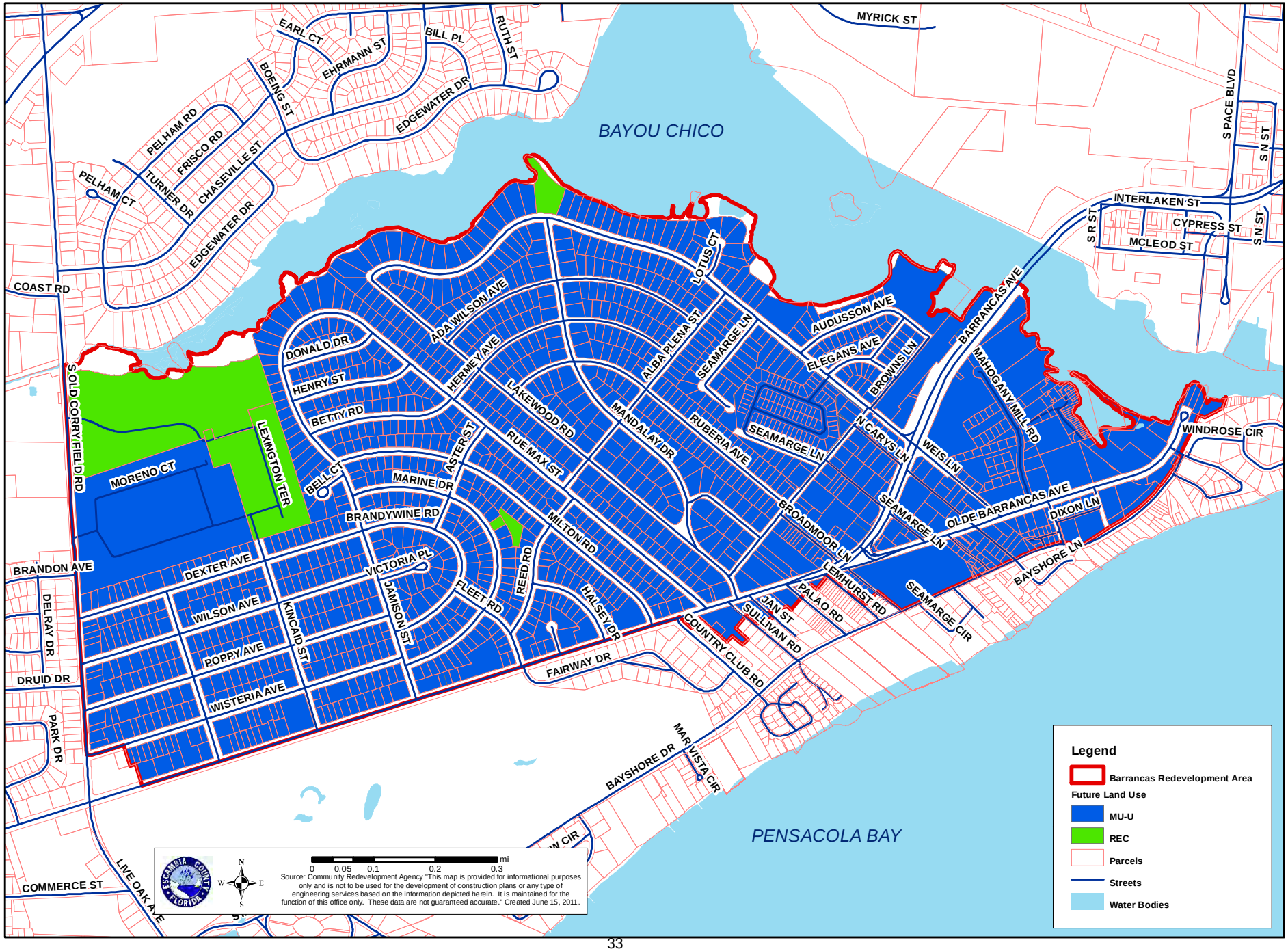


Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created July 5, 2011.

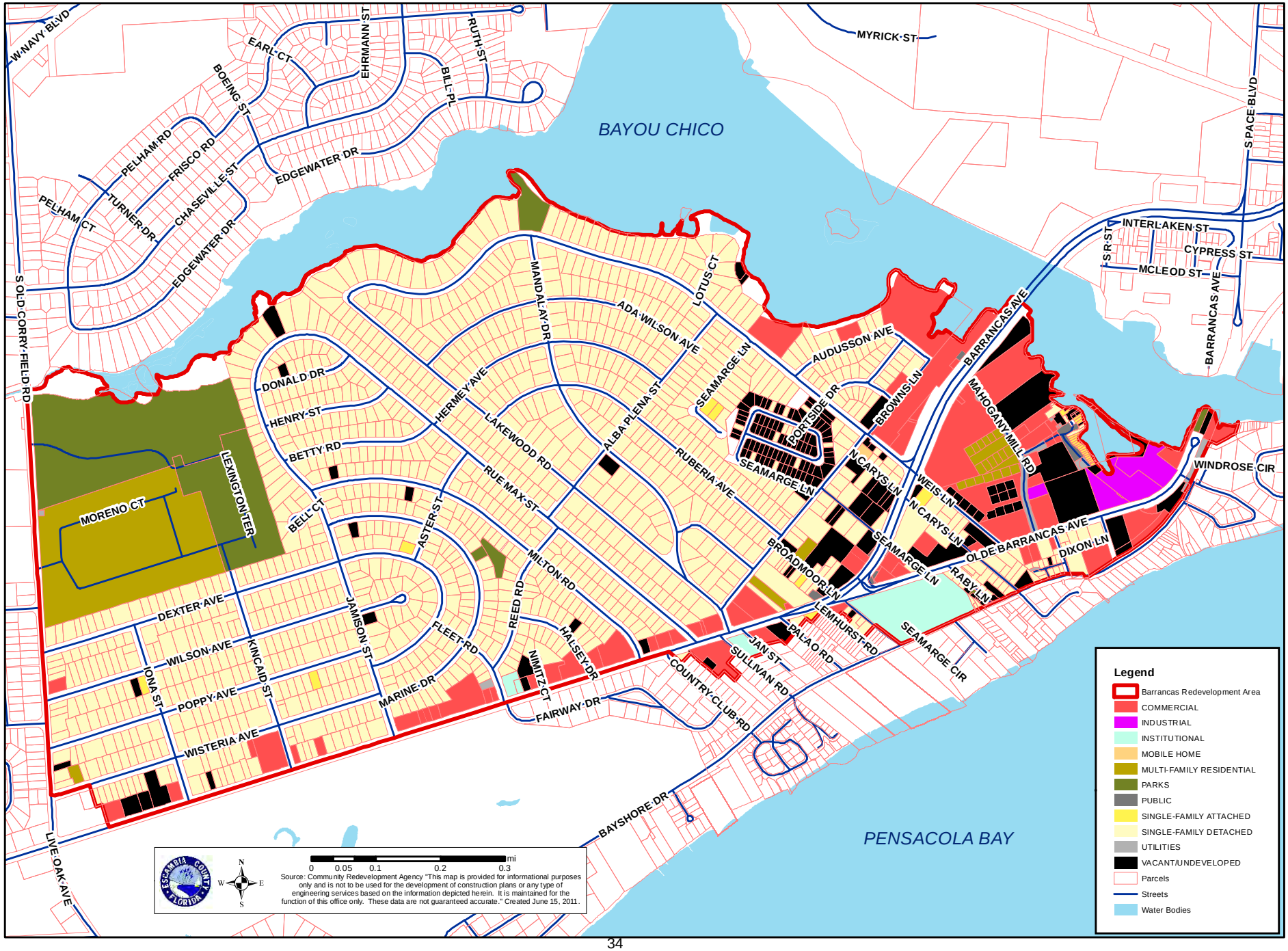
BARRANCAS REDEVELOPMENT AREA: ZONING



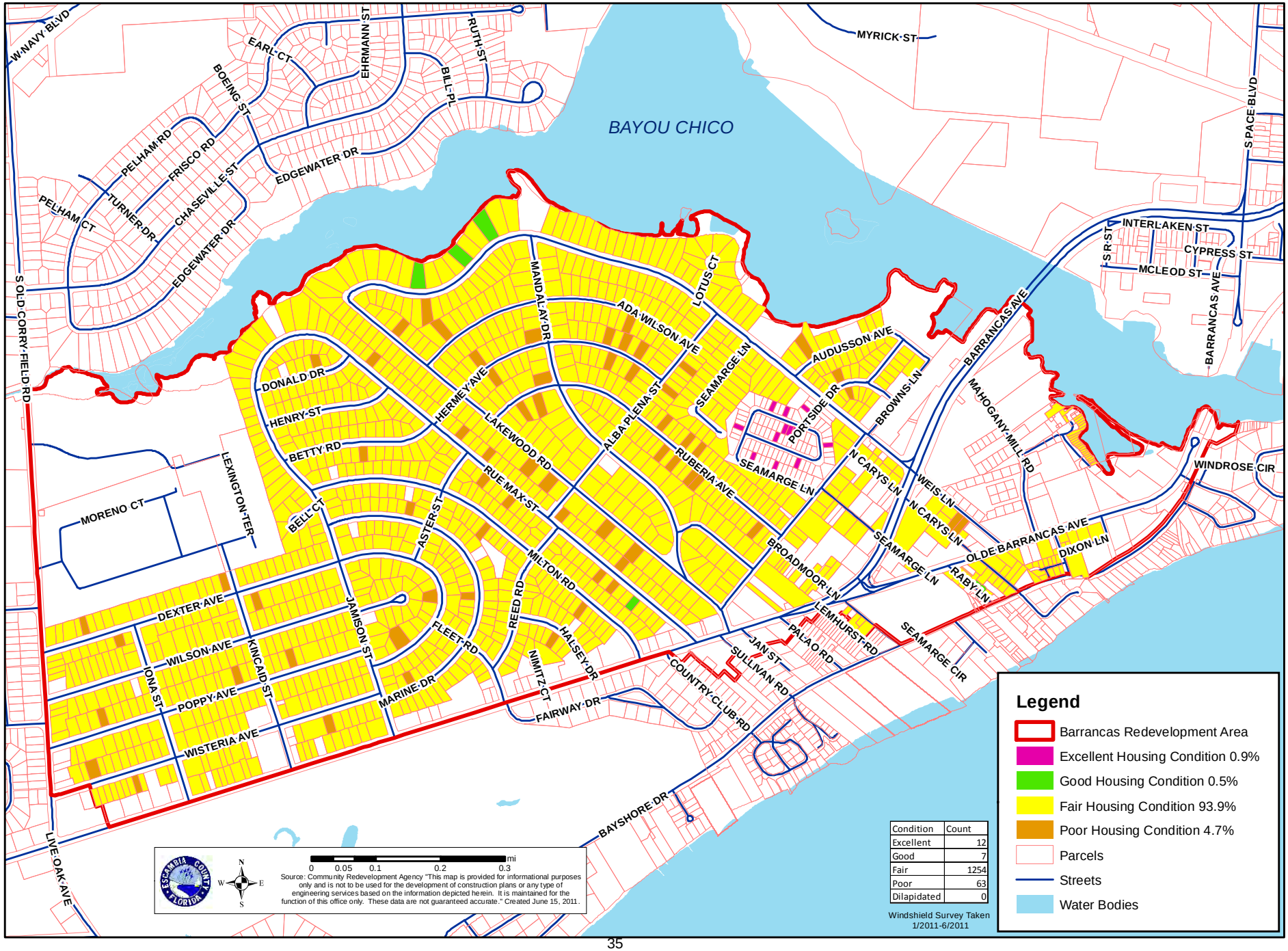
BARRANCAS REDEVELOPMENT AREA: FUTURE LAND USE



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

ECUA
EMERALD COAST UTILITIES AUTHORITY

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-1722 **Public Hearings Item #: 11.**

BCC Regular Meeting

Meeting Date: 11/17/2011

Issue: 5:32 p.m. Public Hearing - Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action:

A. Adopt Version "A," which would create a new Chapter 86, Article IV, Division 2, Sections 86-106 through 86-109, of the Escambia County Code of Ordinances, titled the Roadway Safety Ordinance. The Ordinance would establish regulations for stopping and standing on medians and provides for penalties. Version "A" also amends Chapter 86, Article VIII, Sections 86-250 through 86-253, the Panhandling Ordinance, to provide for additional legislative findings and update the Community Redevelopment Area information;

OR

B. Adopt Version "B," which would create a new Chapter 86, Article IV, Division 2, Sections 86-106 through 86-108, of the Escambia County Code of Ordinances, titled the Roadway Safety Ordinance. The Ordinance would establish regulations for stopping and standing on medians and provides for penalties. Version "A" also amends Chapter 86, Article VIII, Sections 86-250 through 86-253, the Panhandling Ordinance to provide for additional legislative findings and update the Community Redevelopment Area information. Version "B" does not include in the Roadway Safety Ordinance section concerning approaching motor vehicles on roadways or rights-of-way.

BACKGROUND:

On October 20, 2011, the Board approved to reconsider its action of September 15, 2011, and scheduled the public hearing for the proposed Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Board approved the advertisement of both Version "A" and Version "B" which was published in the *Pensacola News Journal's* on November 5, 2011, Saturday edition.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Version A - Ordinance

Version B - Ordinance

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 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.

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

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:

(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 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.

3. Escambia County has a significant interest in protecting the health, safety and welfare of those peacefully moving about within the County.

~~1~~4. 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,

~~2~~5. 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,

~~3~~6. 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 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.

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.
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

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.

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.

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

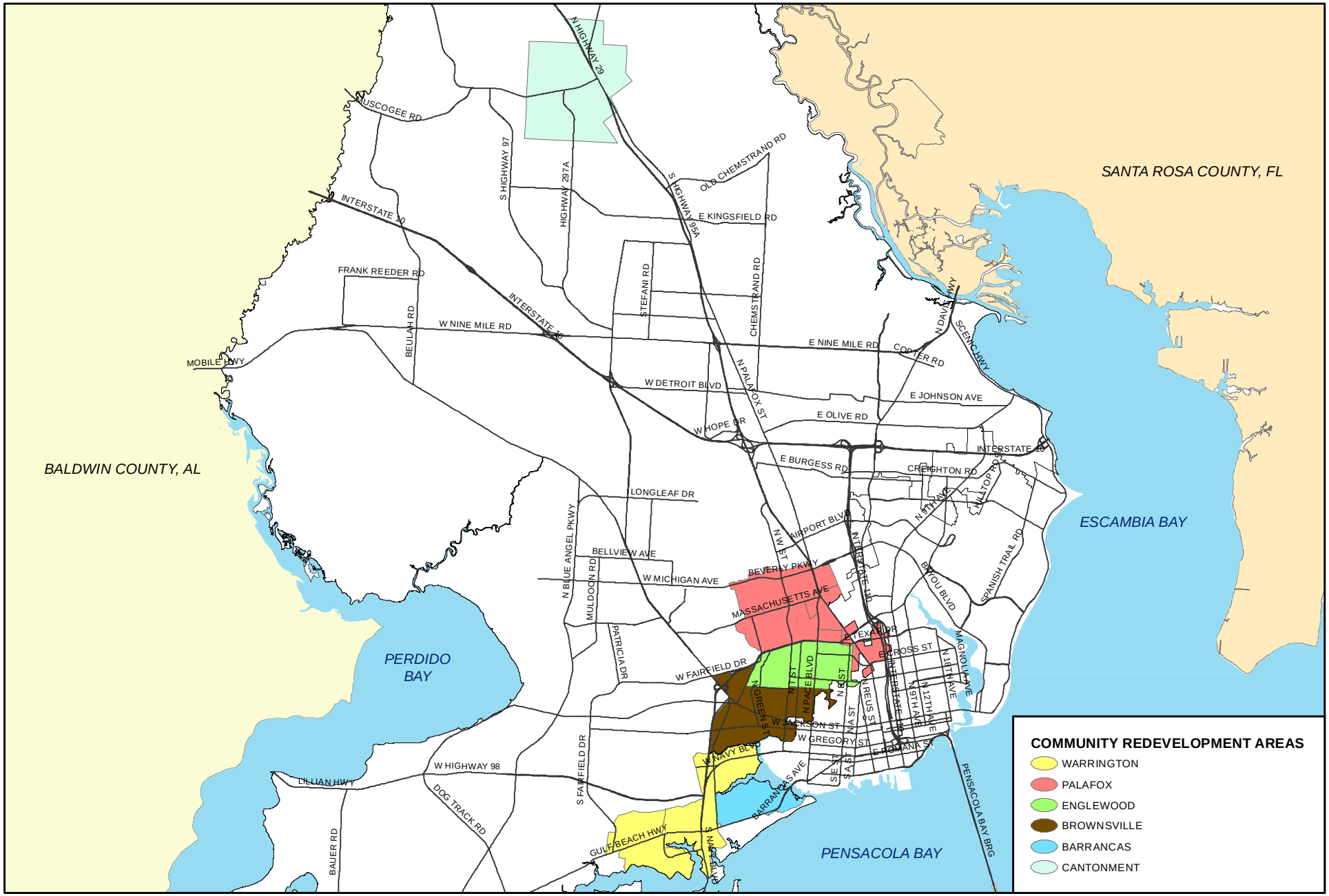
By: _____
Wilson B. Robertson, Chairman

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



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:

VERSION B

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

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.

3. Escambia County has a significant interest in protecting the health, safety and welfare of those peacefully moving about within the County.

~~1~~4. 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,

~~2~~5. 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,

~~3~~6. 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

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.

VERSION B

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.

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

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US98 (SR 30) and Navy Blvd (SR 295)

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New Warrington Rd. (SR 295) and Chief's Way (SR 294)

Navy Blvd. (SR 295) and Chief's Way (SR 294)

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Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727

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.

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.

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

VERSION B

DONE AND ENACTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

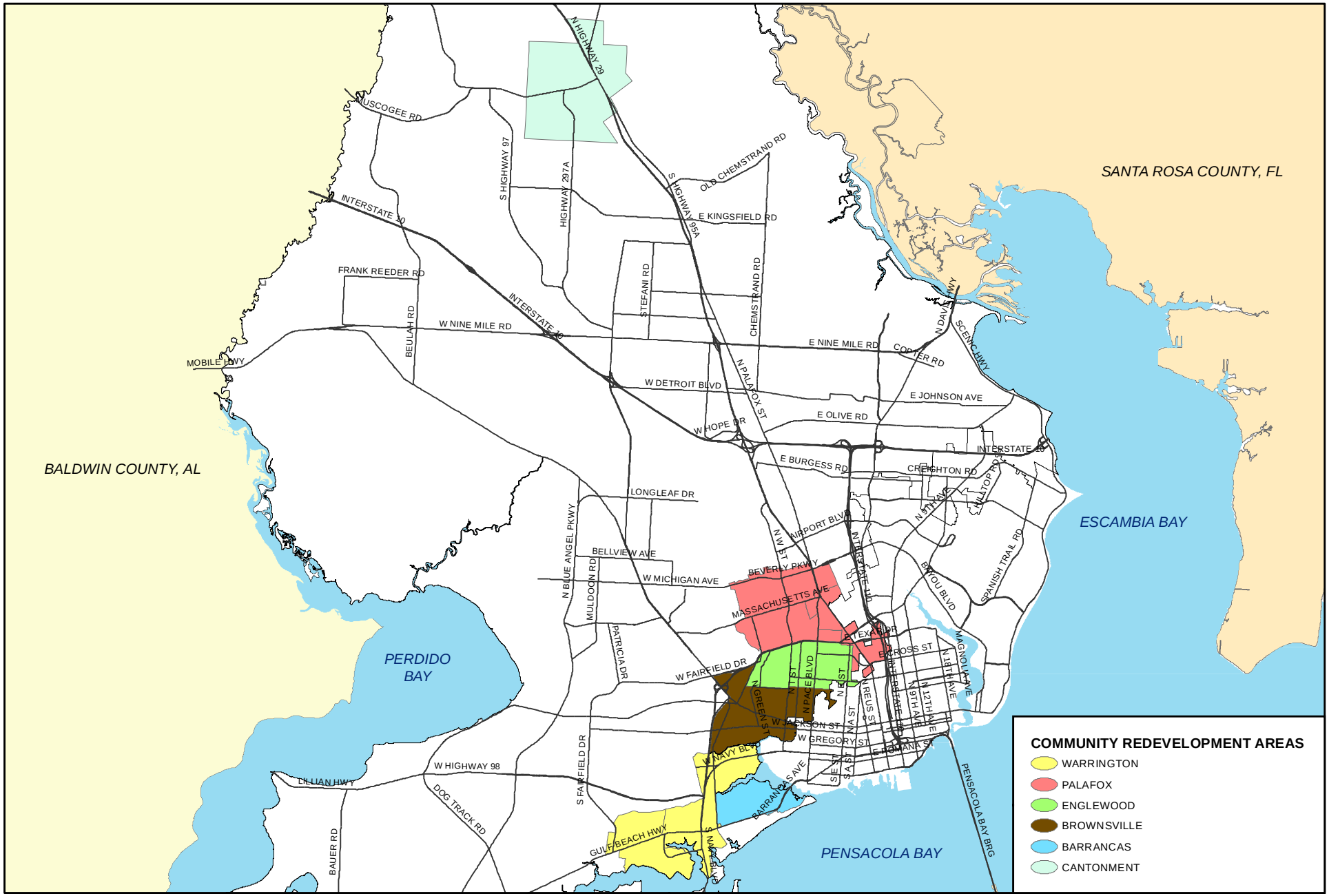
By: _____
Wilson B. Robertson, Chairman

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



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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1703 **Public Hearings Item #: 12.**

BCC Regular Meeting

Meeting Date: 11/17/2011

Issue: 5:33 p.m. Public Hearing to Adopt the Coventry Estates 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 Coventry Estates 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 Coventry Estates 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 Coventry Estates 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.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 40 properties, and of these, approximately 63% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be $139.26 for the first assessment (which covers 23 months) and $59.22 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

Coventry Ordinance

ORDINANCE 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE COVENTRY ESTATES 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 Coventry Estates Suhdivision 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 Coventry Estates Subdivision have met the criteria established hy 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 40 properties in this proposed district and the property owners in the Coventry Estates Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of 63% 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 Coventry Estates 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 Coventry Estates 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 Coventry Estates 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 Coventry Estates Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Coventry Estates Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 5, Township 1 South, Range 29 West, Escambia County, classified by the Property Appraiser's records in Plat Book 7, Page 48 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 (ERU's)*: 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 Coventry Estates 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 Coventry Estates 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:_____
Wilson B. Robertson, 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 Hual
Title: ACA
Date: 10/27/11

EXHIBIT A – LEGAL DESCRIPTION

DESCRIPTION

A parcel of property in the John Inerarity Grant known as Section 5, Township 1 South, Range 29 West, more particularly described as follows: Commence at a point where the north line of the said section intersects the westerly shore line of Escambia Bay; thence S 86° 08' 53" W along the north line of the said section for a distance of 410.50 feet, more or less, to a point on the southwesterly right-of-way line of Scenic Highway (S.R. No. 10-A; 80' R/W) for the point of beginning;

Thence continue S 86° 08' 53" W along the said north line for a distance of 324.16 feet to an existing concrete monument, which monument is the northwest corner of that parcel of property described in the deed recorded in O.R. Book 107 at page 546 of the public records of Escambia County, Florida; thence S 03° 49' 17" E along the west line of the said parcel for a distance of 900.17 feet to an existing concrete monument at the southwest corner of the said parcel; thence N 86° 12' 18" E along the south line of the said parcel for a distance of 999.52 feet to an existing concrete monument at the southeast corner of the said parcel; thence N 03° 48' 07" W along the east line of the said parcel for a distance of 550.15 feet to a point on the said southwesterly right-of-way line; thence N 70° 17' 37" W along the said right-of-way line for a distance of 129.72 feet to the point of curve of a circular curve concave to the northeast, having a radius of 3,859.83 feet; thence along the arc of said curve for an arc distance of 632.61 feet (chord bearing of N 65° 35' 54" W and a chord distance of 631.89 feet) to the point of beginning: Containing 17.69 acres, more or less, and lying and being in Section 5, T1S, R29W, Escambia County, Florida.

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-1789 **Item #: 13.**

BCC Regular Meeting

Meeting Date: 11/17/2011

Issue: Committee of the Whole Recommendations

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held November 10, 2011, recommends that the Board take the following action:

A. Allow the Florida Association of Convention and Visitors Bureaus (FACVB) to conduct a study *(at no cost to the County)* and come back to the Board within 30 days with all the options, with the advantages and disadvantages of each option, with all tourism stakeholders to be included, and the County Administrator's guidelines to be considered, relative to Tourist Development *(Tax)* Funding (C/W Item 4);

B. Authorize the County Administrator to meet with representatives of the Sheriff's Office to discuss possible options, for discussion at the December 15, 2011, C/W Workshop, relative to Code Enforcement Officer Safety Issues (Guns), (C/W Item 5); and

C. Support staff's recommendations in the report back to the Department of the Interior and the National Park Service, as outlined in the "Gulf Islands National Seashore Draft General Management Plan" PowerPoint Presentation (Commissioner White Add-on #1).

Attachments

#13

Backup
#4
11-10-2011 C/W

FLORIDA RESTAURANT & LODGING ASSOCIATION

P.O. Box 1779 • Tallahassee, FL 32302-1779
850-224-2250 •Fax: 850-224-9213

November 8, 2011

Mr. Denis A. McKinnon, Jr.
Chairman Escambia County Tourism Council
4475 Bayou Boulevard
Pensacola, FL 32503

Dear Mr. McKinnon:

There has been considerable discussion and dispute about the use of the four cents collected under the Tourism Development Tax (TDT), commonly called the bed tax. The tax is a special use tax paid by overnight visitors on the short term rental of condominiums and hotel rooms. The TDT is a dedicated fund that does not come from Escambia County taxpayer dollars and, is used to promote tourism and especially overnight stays. It is only through overnight stays that additional TDT is generated to continue to promote tourism and overnight visitors.

Tourism is a critical part of the Escambia County economy. It, according to a study submitted to the Board of County Commissioners on February 7, 2011 by Dr. Rick Harper, (a copy of which is attached),

- It is 22% of the Pensacola SMA economy.
- Over 3 million visitors generate more than $550 million in direct spending, and over $130 million in lodging spending.
- It supports over 20,000 local jobs.
- TDT revenues have increased by nearly 25% over the past 5 years due to significant private sector investment.

Dr. Harper goes on to state:

- "Recently tourism promotion and development has benefited from Oil Spill mitigation. This additional funding provided the Pensacola Convention and Visitors Bureau (CVB) the opportunity to be competitive in the market place in attracting new visitors to Perdido Key, Pensacola and Pensacola Beach.

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- The results demonstrate the importance of having a well-funded and managed tourism promotion program.
- Additional funding for tourism promotion and development has proven to produce a good return on investment.
- Available funds for the promotion and development of our tourism product continue to be limited and in upcoming years could decline to an alarming level.
- Our neighboring counties budget from three to five times the amount of Escambia County for tourism promotion, development and management of our tourism, which puts us in a weak competitive position."

The current governance model of the CVB adds to our disadvantage, and increases operational cost that could be utilized for promotion and advertising. There are 67 CVBs in Florida using four primary governance models. Only nine are managed by a Chamber of Commerce. All of the others generate less than $500,000 in TDT, and most generate less than $250,000. Escambia County generated $133,000,000 in taxable TDT revenues; all others combined generate less than 70% of that amount.

The tourism development industry is at a critical point. Many areas of the county, but not all, are coming off a good year driven by the BP contributions to the CVB that allowed it to have a national coordinated marketing campaign. In addition BP spent over $170,000,000 nationally to drive visitors to the Gulf Coast. That money will no longer be available. Every dollar going forward will be important to continue to market our entire county with its multiple destinations to out of town visitors. VisitFlorida has documented that one additional job is created with every 85 new visitors. We need to continue to spend the money necessary to promote our destinations and drive job growth.

Accordingly, the Northwest Florida Chapter of the Florida Restaurant and Lodging Association (FRLA) and the Escambia County Chapter of the Asian American Hotel Owners Association (AAHOA) respectfully request the following:

1. The BCC move Escambia County CVB governance from the Chamber of Commerce to a not-for-profit governance board comprised of TDT collectors, elected by TDT collectors and representing all parts of the county (commonly referred to as a Destination Marketing Organization (DMO).

2. The TDC contract with this not-for-profit board to govern the CVB and implement the CVB marketing and promotion plan. This not-for-profit board is accountable to

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the TDC and the BCC, which have the ultimate approval of its annual marketing and promotion plan same as the Chamber is today.

3. The BCC require enhanced accountability for the disbursement of all four cents of the TDT to ensure that it maximizes marketing to out of town visitors producing increased numbers of overnight stays. This should include standardized reporting to the TDC for all funds it allocates documenting how the funds were used, and how many overnight stays it produced.

This request is supported by Escambia County hotel and condominium TDT collectors, who represent over 5,225 rooms and 1,875 employees. These entities generate over 85% of the Escambia County TDT. We have petitioned the FLRA for an Escambia County chapter representing all TDT collectors so we can speak with one voice in the community and in the marketing of our various destinations outside our community. This is a proven successful model whose time has come.

We will respectfully present our request to the BCC at its Committee of the Whole meeting this Thursday. We respectfully ask that the TDC support this request at that meeting as well. Please let us know if you have any questions, or if we can be of any service.

Best Regards,

Jim Shirley
President NW Florida FRLA Chapter

Nash Patel
Past AAHOA Chairman/Florida Ambassador

Cc: The Honorable Wilson Robinson, BCC District 1
The Honorable Gene Valentino, BCC District 2:
The Honorable Marie Young, BCC District 3
The Honorable Grover Robinson, IV, BCC District 4
The Honorable Kevin White, BCC District 5
Carol Dover, FRLA President and Chief Executive Officer

The Honorable Wilson Robinson, Board of County Commissioners District 1
The Honorable Gene Valentino, Board of County Commissioners District 2
The Honorable Marie Young, Board of County Commissioners District 3
The Honorable Grover Robinson IV, Board of County Commissioners District 4
The Honorable Kevin White, Board of County Commissioners District 5

February 7, 2011

Dear Honorable Kevin White,

Representatives of our leading hotel owner and management companies have requested my assistance in addressing you with matters regarding the Tourism Development Council and Tourism Development Tax.

According to Dr. Rick Harper of the University of West Florida, tourism has grown to represent 22 percent of the Pensacola SMA economy. Over three million visitors generate more than $550 million in direct spending, over $130 million in lodging spending and support over 20,000 local jobs.

The private sector has made significant investments in new and improved facilities to accommodate our visitors. Escambia County Tourism Development Tax revenues have increased by nearly 25 percent over the past five years.

Recently tourism promotion and development has benefited from enhanced funding provided for Pensacola's 450th Anniversary Celebration and Oil Spill mitigation. This additional funding provided VisitPensacola the opportunity to be competitive in the market place in attracting new visitors to vacation in Pensacola, Pensacola Beach and Perdido Key. The results demonstrate the importance of having a well funded and managed tourism promotion program. Nationwide tourism was significantly down in 2009, yet the Escambia County tourism economy outperformed other Florida destinations and the Southeast region. To date the impact of the oil spill on the Escambia County tourism economy (as a percentage) has been less than any other county in the region.

Additional funding for tourism promotion and development has proven to produce a good return on investment.

Available funds for the promotion and development of our tourism product continue to be limited and in upcoming years could decline to an alarming level.

Our neighboring counties budget from three to five times the amount of Escambia County for tourism promotion, development and management programs. The well-funded effort of our coastal competition places the Pensacola area in a challenging and weak competitive position.

The original and primary intent of the Tourism Development Tax is to generate funds for the promotion, development and management of our tourism product.

We applaud the Escambia Board of County Commissioners for the recent initiative to establish a study commission to analyze Civic Center operations and recommend strategies for improving operational efficiencies.

In addition to concerns regarding the operational efficiencies of the Civic Center, representatives of Escambia County's leading hotel owner and management companies

have concerns regarding the allocation, distribution and utilization of available Tourism Development Tax funds and Tourism Development Council matters. It is respectfully requested the Escambia County Board of County Commissioners consider the following matters:

Tourism Development Tax Matters

Pensacola Civic Center operational cost supported by the Tourism Development Tax.

Representatives of the tourism industry have over the years had the understanding that the Tourism Development Tax funding of the operational subsidies for the Pensacola Civic Center would expire. This understanding has been based on Florida Statute section125.0104 titled: "Tourist development tax; procedure for levying; authorized uses; referendum; enforcement."; Section (3), item I-2 states:
a county may impose tax in order to "pay debt service on bonds issued to finance the construction of a convention center." However, section 3, I-3 states; a county can "Pay the operation and maintenance costs of a convention center **for a period of up to 10 years.**" Only projects "completed after July 1, 2000 may use the proceeds of the Tax to pay operation and maintenance costs of a convention center for the life of the bonds."

The debt service paid by the Tourism Development Tax proceeds is not in question, however Escambia County has paid for operation and maintenance costs of the Civic Center with Tourism Development Tax revenues for a period in excess of 10 years. Two years ago representatives of the hospitality industry made a request to the Board of County Commissioners to address this matter. It is respectively requested that the Board of County Commissioners clarify if Florida Statutes allow for the continued subsidy of Civic Center operations from funds generated by Tourism Development Tax revenues.
Irrelevant of exceptions, it is felt **the Tourism Development Tax has carried the burden of Civic Center operational subsidies for a period longer than intended. It is requested the county identify other funds to meet this need. It is time we invest our Tourism Development Tax for the future health of our tourism economy.**

B. Administration Fees

Florida Statute section 125.0104 titled: "Tourist development tax; procedure for levying; authorized uses; referendum; enforcement." Under Section 10 - Local Administration of Tax, item B-5 states: "A portion of the tax collected may be retained by the county for costs of administration, **but such portion shall not exceed 3 percent of collections.**"
It is respectively requested that the Board of County Commissioners determine if Florida Statutes allow for the retaining of more than 3 percent of collected funds for reserves and/or administration costs. It is the understanding that currently more than 3 percent of total collections is being retained.

Tourism Promotion Around Florida

#13

Your Guide for Today

Florida Association of Convention and Visitor Bureaus

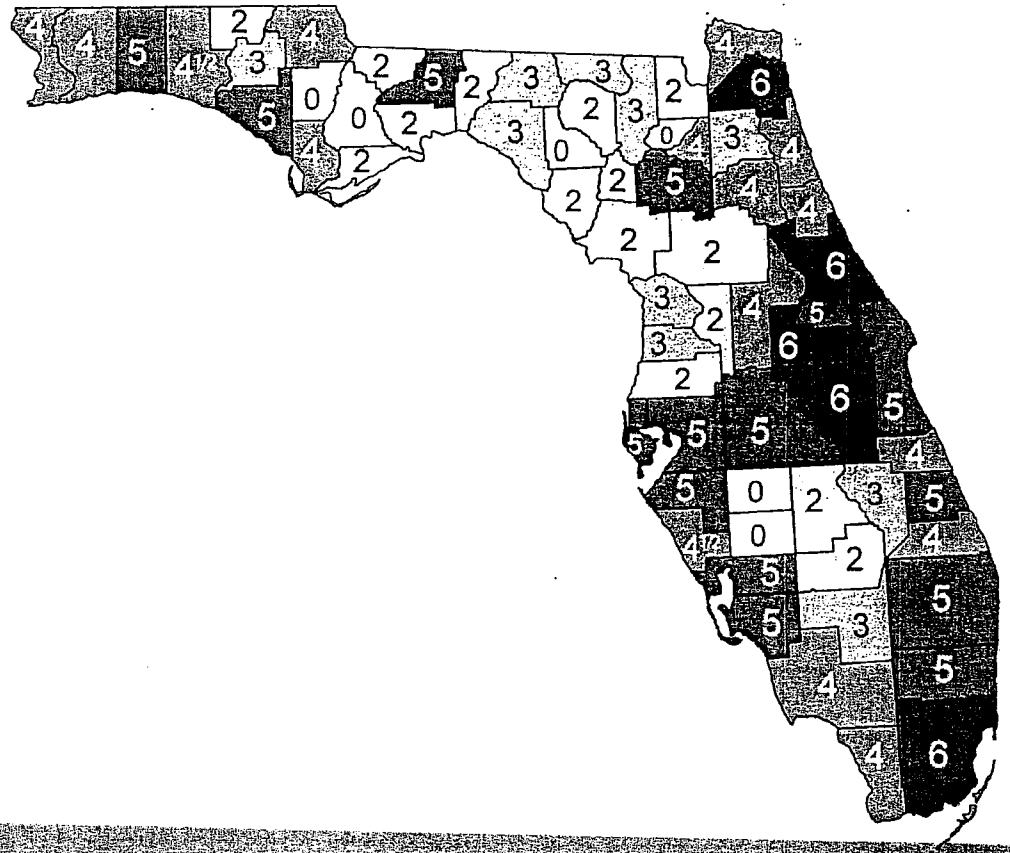
- Community of county tourism promotion agencies.
- Provide education to attract more customers to their communities.

Robert Skrob, CPA, CAE

- Since 2001
- Live in Tallahassee with wife and 2 kids, daughter (16) and son (12)

#13

Tourist Development Tax Rates

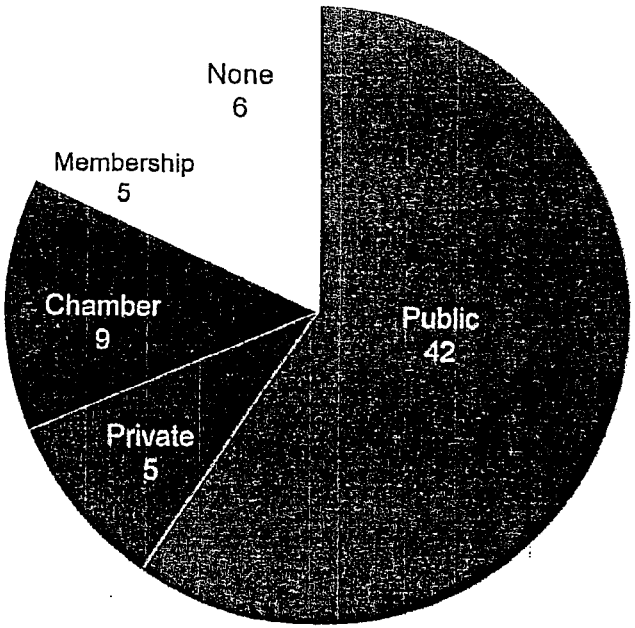


Revised 3/11

#13

County Tourism Promotion Models

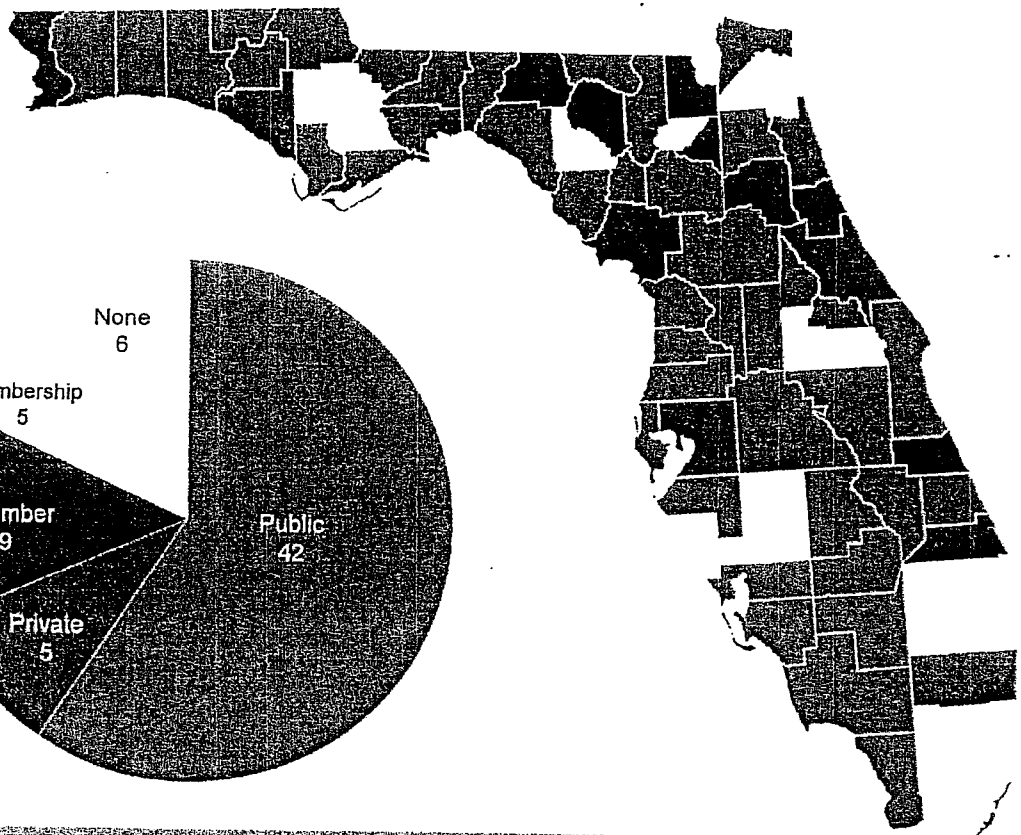
- Public – division with county government
- Private – contract with a non-profit agency set-up by industry
- Chamber – contract with a local chamber to provide marketing services for the county

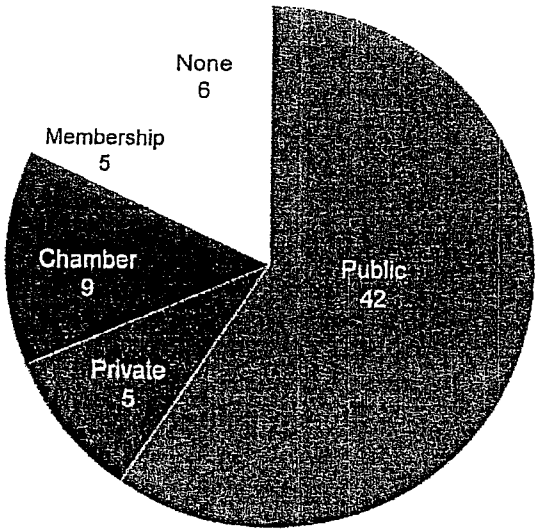


Revised 1/11

#13

Tourism Marketing Models





Revised 1/11

#13

Comparison with Similar Sized Counties

County	Tax Rate	Model	Hotel Revenue
Sarasota	4.5	Membership	241,386,769.00
Bay	5	Private	231,872,351.00
Volusia	3	Private	228,549,804.00
Duval	6	Membership	222,979,894.00
Okaloosa	5	Public	206,807,843.00
Brevard	5	Public	158,838,146.00
Polk	4	Public	135,340,143.00
Escambia	4	@hamber	[illegible]
Saint Johns	5	Private	124,891,050.00
Manatee	5	Public	114,705,715.00
Leon	5	Public	76,790,239.00
Nassau	4	Public	62,050,512.00
Seminole	5	Public	61,344,061.00
Alachua	5	Public	60,008,723.00
Lake	4	Public	49,197,218.00

#13

Which Pennies Can Escambia County Levy

Four Pennies Currently Levied

Referendum, Escambia collected since 1980

Required extraordinary vote of County Commission, collected since 1988

Majority vote of Commission, since 1996

One Additional Penny Available

Majority plus one of Commission - 125.0104(5)(n)

#13

Contact Information

Robert Skrob, CPA, CAE
335 Beard St
Tallahassee, FL 32303
Phone: 850-222-6000
Fax: 850-222-6002

FACVB
FLORIDA ASSOCIATION OF CONVENTION & VISITOR BUREAUS

Add-on #1
Commissioner White
11/10/2011 C/W

Gulf Islands National Seashore Draft General Management Plan

Keith Wilkins, Director
Community & Environment Dept.

November 10, 2011

myescambia

Background:

- Gulf Islands National Seashore's Draft General Management Plan describes ***general framework*** for managing areas within Escambia County: Santa Rosa Island, Perdido Key, and Naval Air Station.
- Public comment period for Draft GMP is extended until 12/09/2011.

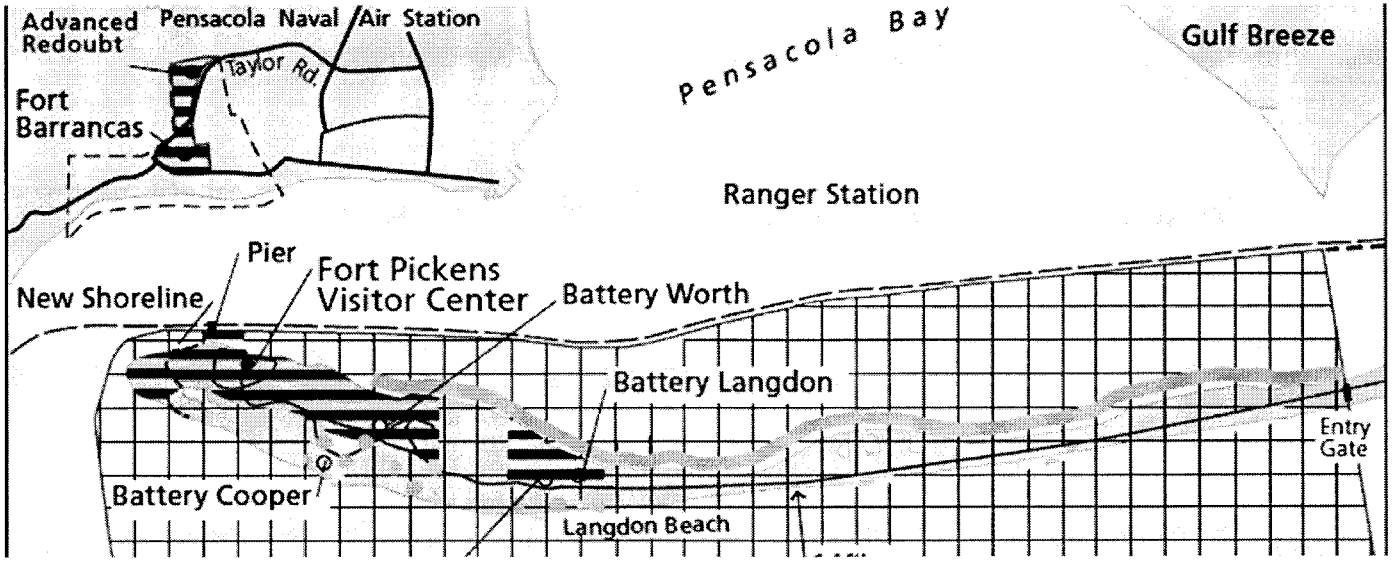
Issues:

Draft GMP includes four Alternatives, including *Preferred Alternative*:

- Restore infrastructure to "Pre-Ivan"
- Manage as "outdoor classroom"
- Expand partnerships and research
- Manage cultural resources
- Enhanced snorkeling & SCUBA diving
- Enhanced natural resources management

Issues (cont):

Draft GMP general language of potential boating access restriction and maps depicting “Seagrass Protection Areas” across large areas of shoreline presently used by boaters.



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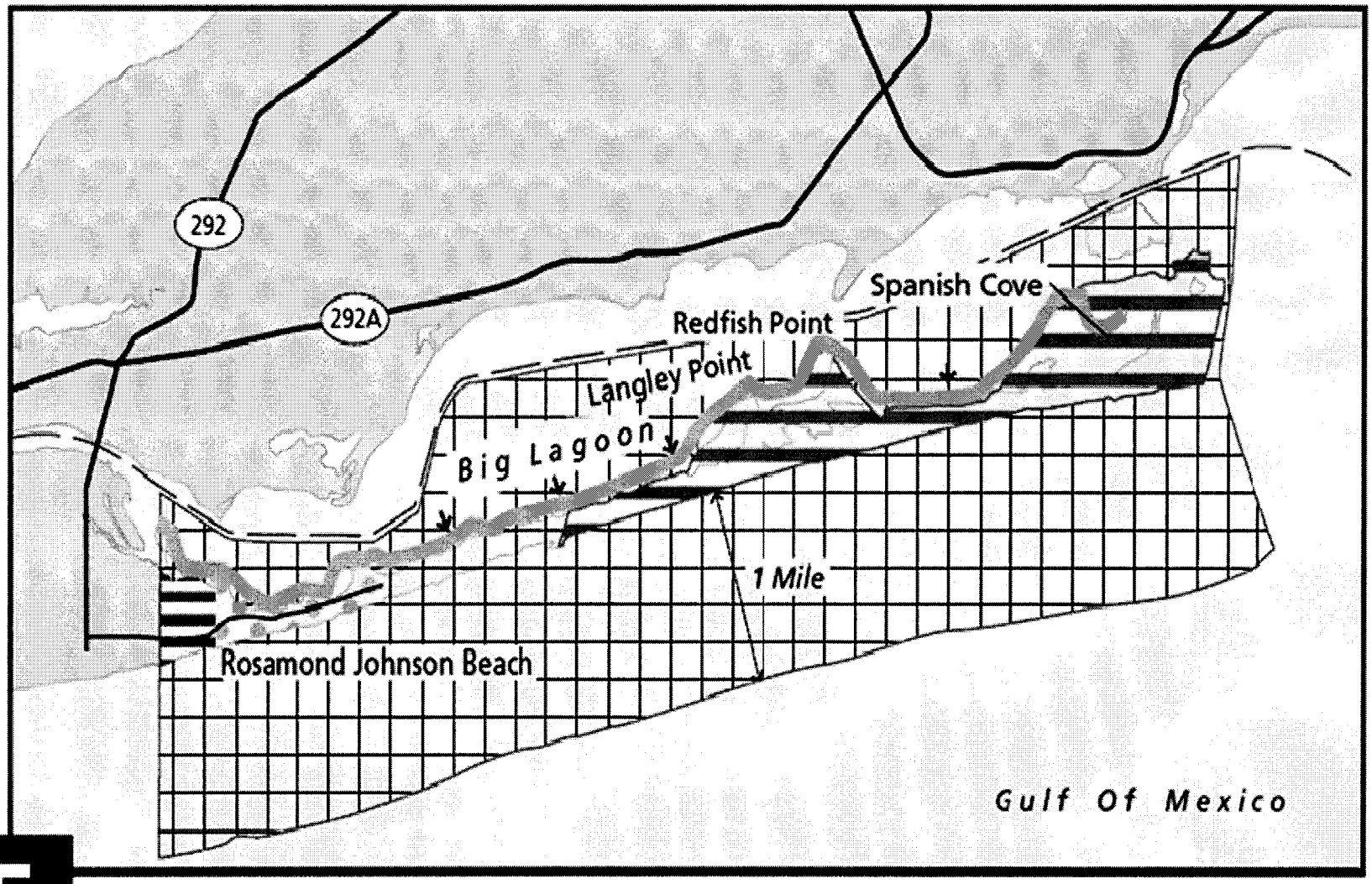
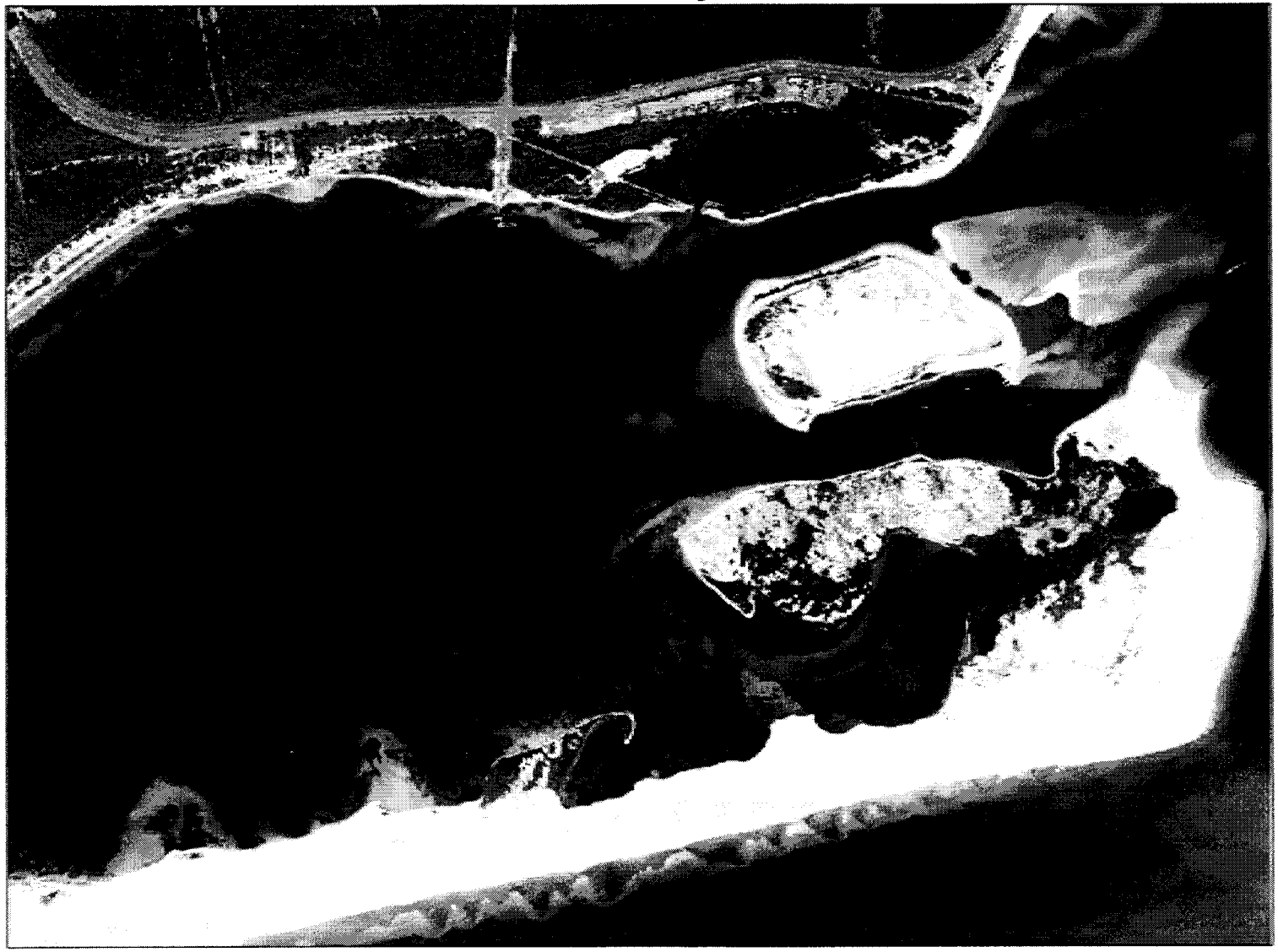
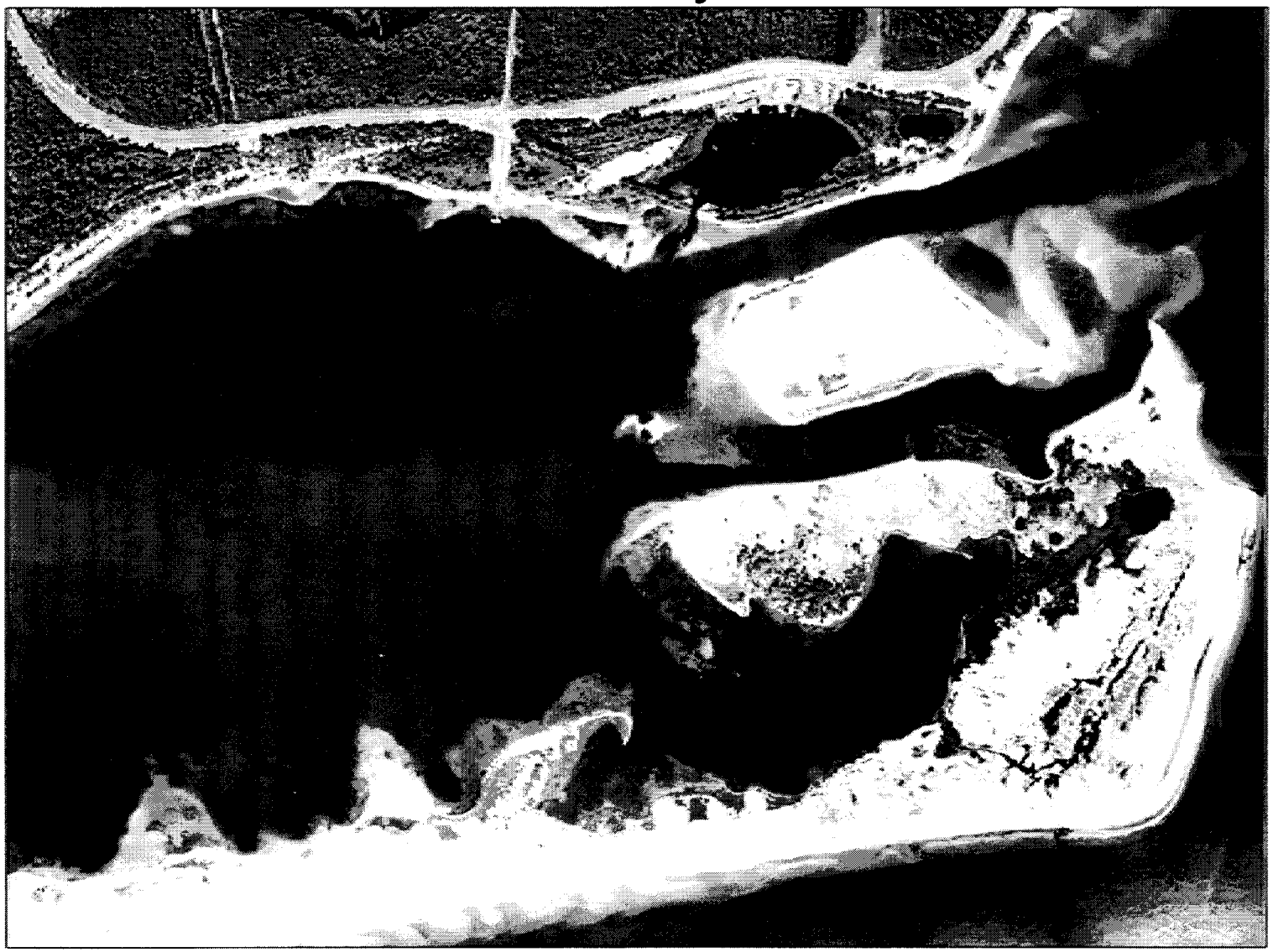


5 Perdido Key

Escambia County 2006 GIS aerial imagery



Escambia County 1999 GIS aerial imagery



my escambia

Escambia County 1995 GIS aerial imagery

Recommended Staff Action:

- Prepare written comments for Marine Advisory Committee review on 11/14/2011.
- Resolution to BOCC on 12/08/2011.

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-1726 **Clerk & Comptroller's Report Item #: 14. 1.**
BCC Regular Meeting
Meeting Date: 11/17/2011
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 seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date November 10, 2011, in the amount of $2,076,192.44;

B. The following two Disbursement of Funds:

(1) October 27, 2011, to November 2, 2011, in the amount of $9,534,961.13; and

(2) November 3, 2011, to November 9, 2011, in the amount of $1,863,802.56;

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

D. The Tourist Development Tax Collections Data for the September 2011 returns received in the month of October 2011; this is the first month of collection in Fiscal Year 2012, and the total collected for the month of September 2011 was $458,182, which is a 6.77% increase over collections during September 2010; and

E. Budget Comparison Reports for one month, or 8.29%, of Fiscal Year 2012, as follows:

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

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

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER

Background:

Regarding the October 2011 Investment Report:

- The total portfolio earnings for the month of October equaled $116,216. The short term portfolio achieved an average yield of .30%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .05%. The core portfolio achieved an average Yield to Maturity at Cost of 1.23% and should be compared to the benchmark of the Merrill Lynch 1-5 Yr. Treasury Index yielding .11%.
- All Investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

20111117 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: November 10, 2011

Check No:	$0.00
Direct Deposits:	$1,100,206.56
Total Deductions and Matching Costs:	$975,985.88
Total Expenditures:	$2,076,192.44

2011 NOV -8 P 12: 26
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
BOARD OF
COUNTY COMMISSIONERS

221 PALAFOX PLACE • PENSACOLA, FLORIDA 32502-5843
(850) 595-4830 • FAX (850) 595-4823 • WWW.ESCAMBIACLERK.COM

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ACCOUNTING DIVISION
APPEALS DIVISION
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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✧

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OPERATIONAL SERVICES
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TRAFFIC DIVISION
TREASURY

Escambia County, Florida
Disbursement of Funds From: 10/27/11 to 11/02/11

DISBURSEMENTS

Computer check run of:		
11/02/11		$ 2,438,467.65
L-Vendor		$ 81,021.67
Hand-Typed Checks:		$ 0.00
Disbursement By Wire:		
Elected Official	$ 6,897,921.50	
Preferred Governmental Claims	$ 90,000.61	
Credit Card Purchases	$ 8,396.08	
Pensacola Bay Area Chamber	$ 11,731.84	
Pensacola Beach Chamber	$ 2,495.00	
Perdido Key Chamber	$ 4,926.78	
Total Disbursement by Wire		$ 7,015,471.81
TOTAL DISBURSEMENTS		$ 9,534,961.13

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 NOV -2 P 4:27
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FL
BOARD OF
COMMISSIONERS

EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
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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✧

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MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

Escambia County, Florida
Disbursement of Funds From: 11/03/11 to 11/09/11

DISBURSEMENTS

Computer check run of:

11/09/11		$ 1,682,021.78
L-Vendor		$ 0.00
Hand-Typed Checks:		$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	$ 41,020.20	
Civic Center	$ 85,265.58	
FL Tourism - Deep Water Horizon Oil Spill Pensacola Bay Area Chamber	$ 55,495.00	
Total Disbursement by Wire		$ 181,780.78
TOTAL DISBURSEMENTS		$ 1,863,802.56

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 NOV 10 A 8:25
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FL
BOARD OF COUNTY COMMISSIONERS

EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
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CENTURY DIVISION
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ERNIE LEE MAGAHA
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ESCAMBIA COUNTY, FLORIDA

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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

2011 NOV -9 P 4:30
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
THE BOARD OF
COMMISSIONERS

DATE: November 8, 2011

SUBJECT: October 2011 Investment Report

RECOMMENDATION:

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

The total portfolio earnings for the month of October equaled $116,216. The short term portfolio achieved an average yield of .30%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .05%. The core portfolio achieved an average Yield to Maturity at Cost of 1.23% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding .11%.

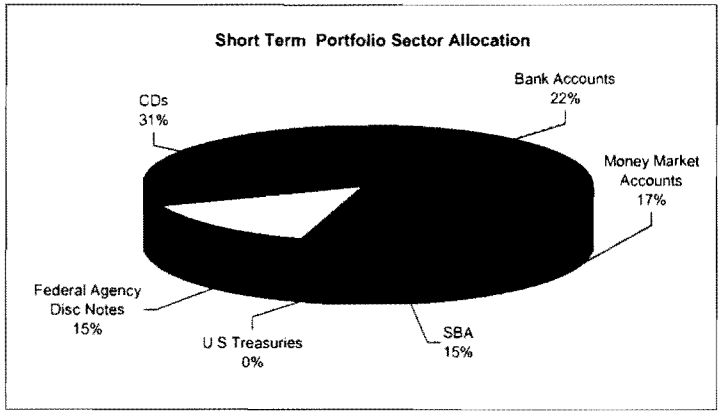
All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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

PLS/CM/nac

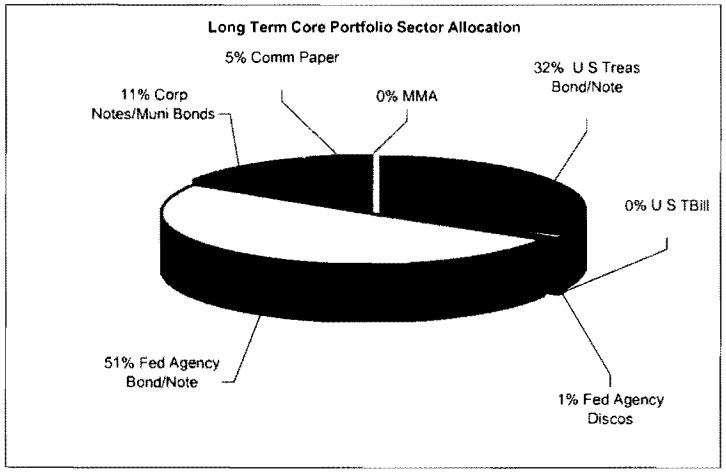
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2011-2012
October 31, 2011

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):	Par Value	Market Value	Percent
Bank Accounts	$ 15,226,984	$ 15,226,984	22%
Money Market Accounts	11,813,277	11,813,277	17%
State Board of Administration	10,020,502	10,020,502	15%
U S Treasuries	-	-	0%
Federal AgencyDiscount Notes	10,000,000	9,999,475	15%
Certificates of Deposit	21,000,000	21,000,000	31%
Total Short Term Portfolio Assets:	$ 68,060,763	$ 68,060,238	100%

Short Term Portfolio Yield:	**0.30%**	**YTD Earnings:**	**11,564**
Benchmark S&P GIP Index 30 Day:	**0.05%**		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	$ 32,020,000	$ 32,758,501	32%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	1,040,000	1,066,489	1%
Federal Agency Bond/Note	50,870,000	53,140,004	51%
Corporate Notes/Muni Bonds	10,610,000	11,033,407	11%
Commercial Paper	5,000,000	4,999,820	5%
Federated Govt Money Market Fund	53,194	53,194	0%
Total Managed CORE Assets:	$99,593,194	$103,051,415	100%

CORE Portfolio Yield to Maturity at Cost:	**1.23%**	**YTD Earnings:**	**$ 104,652**
CORE Portfolio Yield to Maturity at Market:	**0.64%**		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	**0.09%**		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	**0.11%**		

Total Portfolio:	**$ 167,653,957**	**$ 171,111,653**
Current Month Earnings:	**$ 116,216**	
Year to Date Earnings:	**$ 116,216**	

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
October 31, 2011

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 10/31/2011	Book Value 10/31/2011
BANK ACCOUNTS:							
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	$14,426,056	$14,426,056	$14,426,056
BANK OF AMERICA (SHIP)			0.30%	NA	715,867	715,867	715,867
BANK OF AMERICA (DDA)			0.30%	NA	85,062	85,062	85,062
TOTAL BANK ACCOUNT					15,226,984	15,226,984	15,226,984
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.25%	NA	11,711,986	11,711,986	11,711,986
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.12%	NA	101,291	101,291	101,291
TOTAL MONEY MARKET ACCOUNT					11,813,277	11,813,277	11,813,277
STATE BOARD OF ADMINISTRATION Acct #141071			0.26%	NA	10,020,502	10,020,502	10,020,502
TOTAL STATE BOARD OF ADMINISTRATION					10,020,502	10,020,502	10,020,502
FEDERAL INSTRUMENTALITIES:							
RBC-FHLMC	12/16/2010	12/12/2011	0.32%	0.33%	5,000,000	4,999,885	4,998,176
RBC-FHLB	2/15/2011	2/8/2012	0.28%	0.28%	5,000,000	4,999,590	4,996,150
TOTAL RBC					10,000,000	9,999,475	9,994,327
TOTAL FEDERAL INSTRUMENTALITIES					10,000,000	9,999,475	9,994,327
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
SERVISFIRST	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000
TOTAL CERTIFICATES OF DEPOSITS					21,000,000	21,000,000	21,000,000
TOTAL INVESTMENTS					68,060,763	68,060,238	68,055,090
INTEREST RECEIVABLE AS OF:	10/31/2011						17,244
TOTAL EQUITY IN INVESTMENTS AS OF:	**10/31/2011**						$68,072,334
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	**10/31/2011**						101,833,047
TOTAL EQUITY IN INVESTMENTS AS OF:	**10/31/2011**						**$169,905,382**

Managed Account Issuer Summary

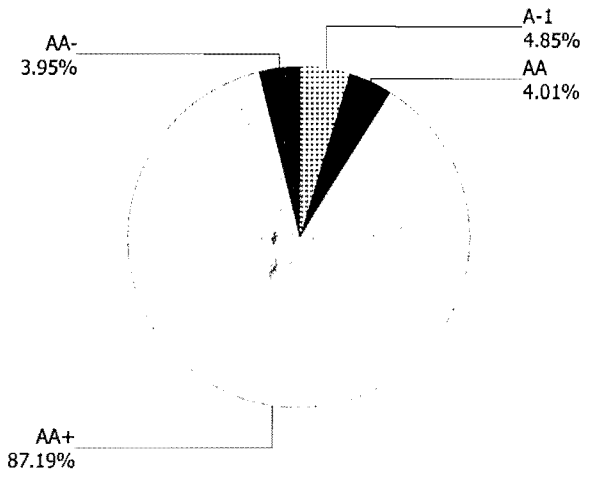
For the Month Ending **October 31, 2011**

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
DEUTSCHE BANK AG	4,999,820.00	4.85
FANNIE MAE	17,868,707.47	17.35
FEDERAL FARM CREDIT BANKS	5,580,808.96	5.42
FEDERAL HOME LOAN BANKS	6,768,436.18	6.57
FREDDIE MAC	22,922,051.80	22.25
GENERAL ELECTRIC CO	3,899,978.02	3.79
MICHIGAN STATE	1,066,488.80	1.04
PROCTER & GAMBLE CO	2,998,593.00	2.91
UNITED STATES TREASURY	32,758,500.91	31.81
WAL-MART STORES INC	4,134,836.25	4.01
Total	**$102,998,221.39**	**100.00%**

Credit Quality (S&P Ratings)



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FAMILY LAW

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

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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

2011 NOV -9 P 12:52
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

DATE: November 9, 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 September 2011 returns received in the month of October 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the first month of collection in fiscal year 2012.

Total collected for the month of September 2011 was $458,182. This is a 6.77% increase over collections during September 2010.

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

PLS/nac

221 PALAFOX PLACE • SUITE 140 • PENSACOLA, FL 32502-5843
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FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF OCTOBER 31, 2011

Zip Code	Fiscal Year 2012 YTD Collected	Fiscal Year 2011 YTD Collected	Difference	% Change
32501	10,252	21,896	(11,644)	-53%
32502	21,587	17,684	3,903	22%
32503	1,621	1,722	(101)	-6%
32504	66,469	70,447	(3,978)	-6%
32505	18,229	18,874	(645)	-3%
32506	18,032	11,393	6,639	58%
32507	68,744	60,796	7,948	13%
32514	29,674	30,769	(1,095)	-4%
32526	15,323	16,363	(1,040)	-6%
32534	8,636	9,402	(765)	-8%
32535	162	220	(58)	-26%
32561	199,210	169,567	29,643	17%
32562	-	-	-	0%
32577	244	-	244	100%
Total	**$ 458,182**	**$ 429,133**	**$ 29,049**	**7%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2012
AS OF OCTOBER 31, 2011

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
Total	$ 10,252	2%	21,587	5%	$ 1,621	0%	$ 66,469	15%	$ 18,229	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
Total	$ 18,032	4%	$ 68,744	15%	$ 29,674	6%	$ 15,323	3%	$ 8,636	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
Total	$ 162	0%	$ 199,210	43%	$ -	0%	$ 244	0%	458,182	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2011
AS OF OCTOBER 31, 2010

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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%
Total	$ 21,896	5%	$ 17,684	4%	$ 1,722	0%	$ 70,447	16%	$ 18,874	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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%
Total	$ 11,393	3%	$ 60,796	14%	$ 30,769	7%	$ 16,363	4%	$ 9,402	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
Total	$ 220	0%	$ 169,567	40%	$ -	0%	$ -	0%	$ 429,133	100%

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

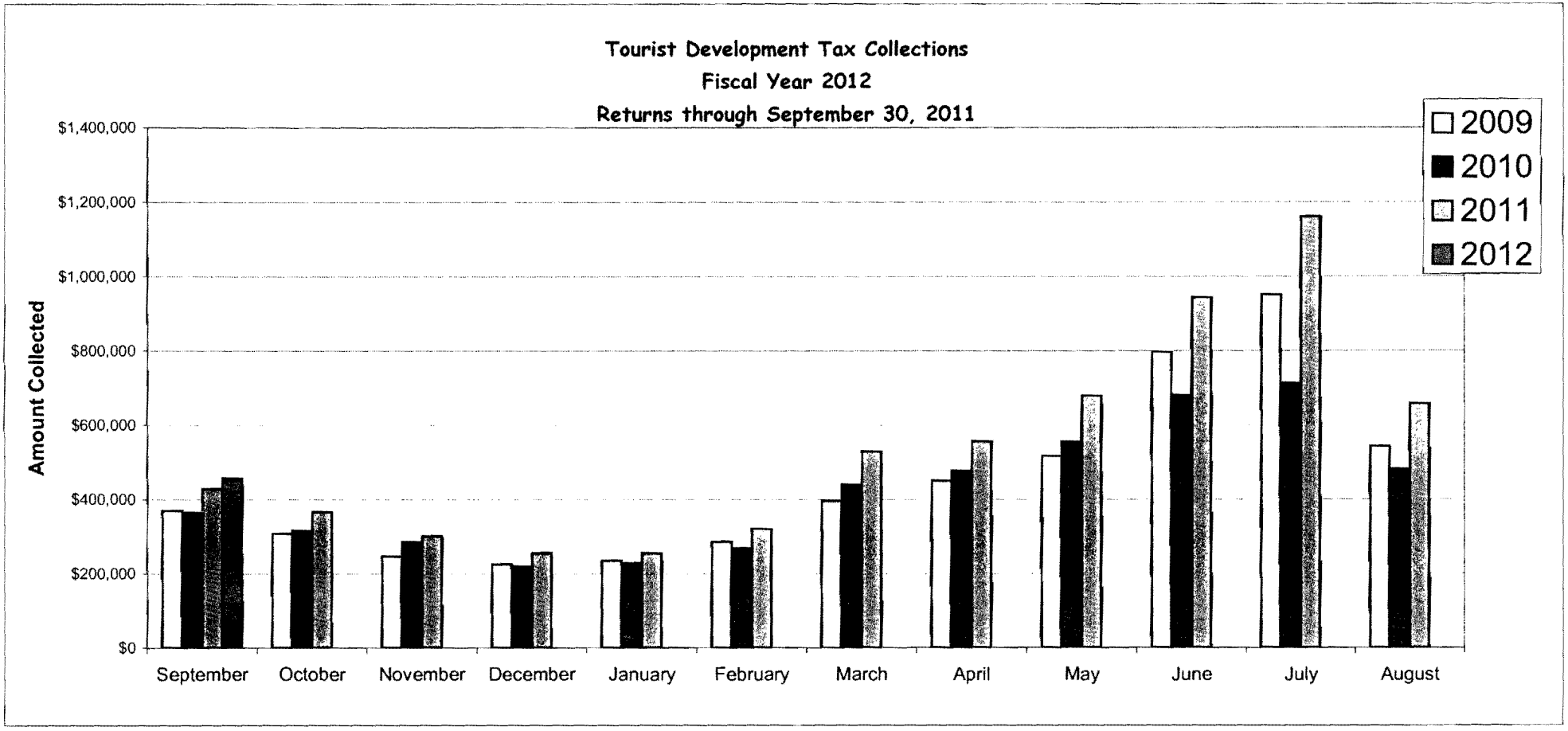
		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*	2012*
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637
TOTAL		193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637

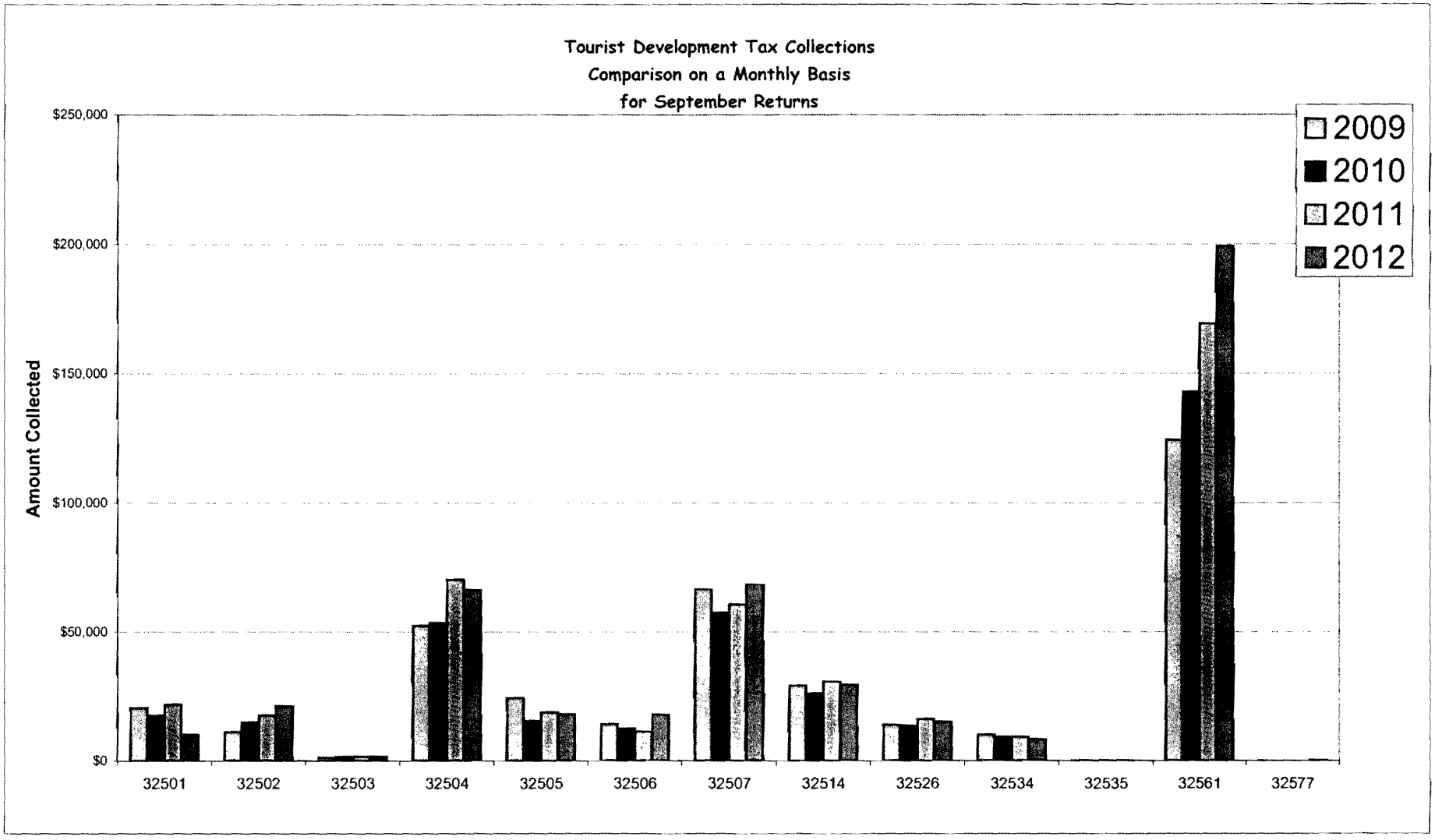
Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.

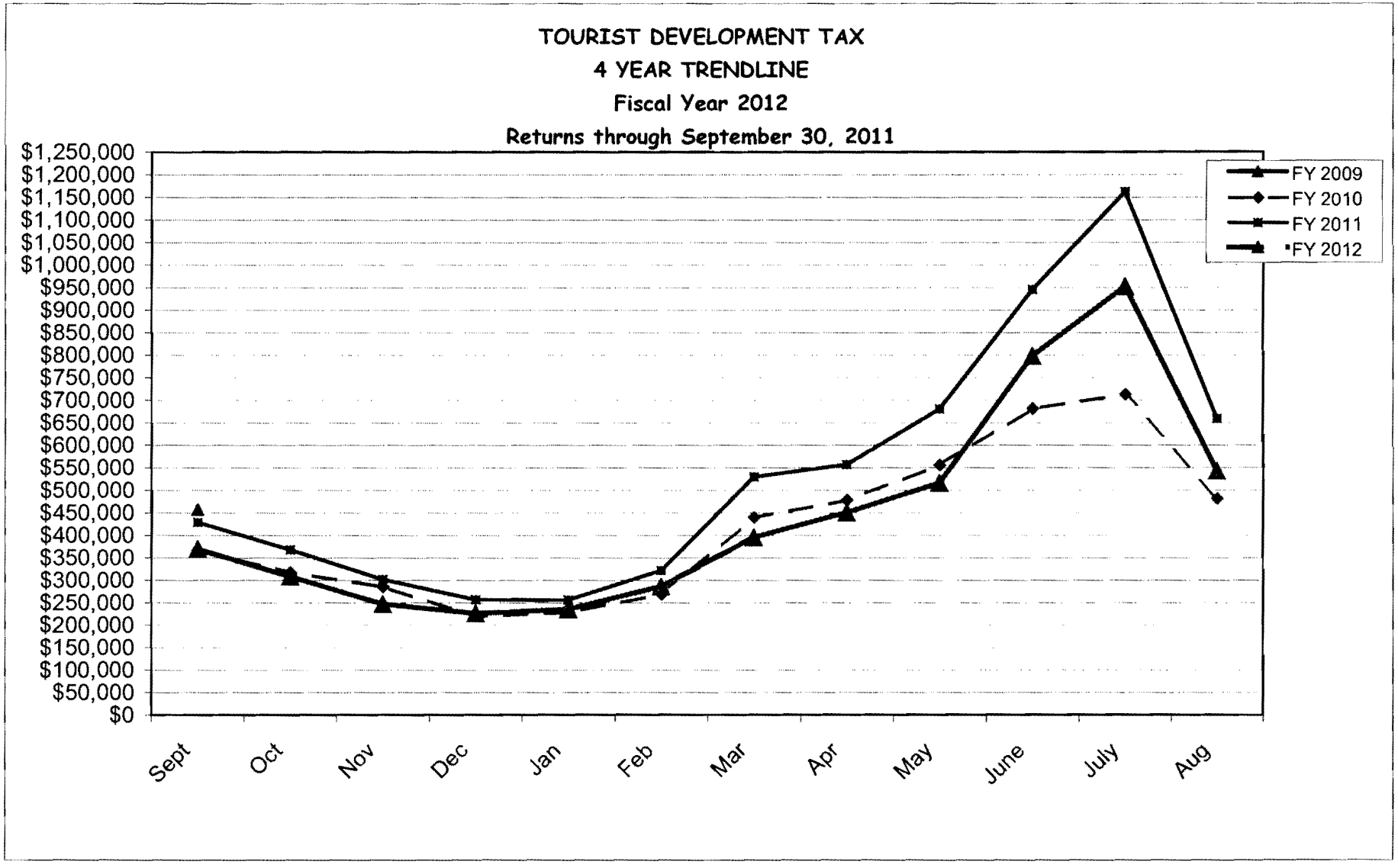
TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546
	TOTAL	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546

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


Tourist Development Tax Collections
Fiscal Year 2012
Returns through September 30, 2011
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
2009
2010
2011
2012
September
October
November
December
January
February
March
April
May
June
July
August


Tourist Development Tax Collections
Comparison on a Monthly Basis
for September Returns
Amount Collected
$250,000
$200,000
$150,000
$100,000
$50,000
$0
2009
2010
2011
2012
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
4 YEAR TRENDLINE
Fiscal Year 2012
Returns through September 30, 2011
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2009
FY 2010
FY 2011
FY 2012

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-1707 **Clerk & Comptroller's Report** **Item #: 14. 2.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: Disposition of Records
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 465*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 473 and 474), for the period April 7, 2011, through June 2, 2011, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

CR I-2

RECORDS DISPOSITION DOCUMENT

NO. 465

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

JANICE MCELROY
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 4149 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☒ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Signature — **ERNIE LEE MAGAHA** *Escambia County Florida Clerk of the Circuit Court & Comptroller* (Name and Title) — Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32a	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 473 and 474)		4/7/2011 - 6/2/2011	3.0	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer — Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature — Date

Name and Title

Witness

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-1785 **Clerk & Comptroller's Report** **Item #: 14. 3.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: Removal of Fixed Assets from Inventory
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Removal of Fixed Assets from Inventory

That the Board approve the transfer of machinery and equipment from its Fixed Assets Inventory Records to the Escambia County Sheriff's Office as of September 30, 2011, in the amount of $2,668,961.95.

Background:

These assets were purchased during Fiscal Year 2010-2011 with Local Option Sales Tax and Law Enforcement Trust funds and are part of the Escambia County Sheriff's tangible property asset system. This property is still in use, and pursuant to Florida Statute 274.03, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

Attachments

20111117 CR I-3

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 DIVSION
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: November 9, 2011

SUBJECT: Removal of Fixed Assets from Inventory

RECOMMENDATION:

That the Board of County Commissioners approve the transfer of machinery and equipment from its Fixed Assets Inventory Records to the Escambia County Sheriff's Office as of September 30, 2011 in the amount of $2,668,961.95.

BACKGROUND:

These assets were purchased during Fiscal Year 2010-2011 with Local Option Sales Tax and Law Enforcement Trust funds and are part of the Escambia County Sheriff's tangible property asset system. This property is still in use, and pursuant to F.S. 274.03, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

PLS/nac

Attachment

221 PALAFOX PLACE • SUITE 140 • PENSACOLA, FL 32502-5843
(850) 595-4830 • FAX (850) 595-4823 • WWW.ESCAMBIACLERK.COM

ESCAMBIA COUNTY BOCC
EXPENDITURE COMPARISON REPORT

SELECTION CRITERIA: expledgr.key_orgn like '540%' and expledgr.account like '564%'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-121 LAW ENFORCEMENT TRUST FD
TOTAL COST CNTR-540103 LAW ENFORCEMENT TRUST
1ST SUBTOTAL-56000 CAPITAL OUTLAY

		CURRENT YEAR				PRIOR YEAR			
ACCOUNT		BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
56401	MACHINERY & EQUIPM	46,636.00	34,319.74	12,316.26	73.59	105,252.00	105,251.66	.34	100.00
TOTAL-56000	CAPITAL OUTL	46,636.00	34,319.74	12,316.26	73.59	105,252.00	105,251.66	.34	100.00
TOTAL-540103	LAW ENFORCEM	46,636.00	34,319.74	12,316.26	73.59	105,252.00	105,251.66	.34	100.00
TOTAL-121	LAW ENFORCEM	46,636.00	34,319.74	12,316.26	73.59	105,252.00	105,251.66	.34	100.00

SELECTION CRITERIA: expledgr.key_orgn like '540%' and expledgr.account like '564%'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-130 HANDICAPPED PARKING FINES
TOTAL COST CNTR-540104 HANDICAPPED PARKING
1ST SUBTOTAL-56000 CAPITAL OUTLAY

		CURRENT YEAR				PRIOR YEAR			
ACCOUNT		BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
56401	MACHINERY & EQUIPM	30,000.00	.00	30,000.00	.00	40,000.00	41,056.62	-1,056.62	102.64
TOTAL-56000	CAPITAL OUTL	30,000.00	.00	30,000.00	.00	40,000.00	41,056.62	-1,056.62	102.64
TOTAL-540104	HANDICAPPED	30,000.00	.00	30,000.00	.00	40,000.00	41,056.62	-1,056.62	102.64
TOTAL-130	HANDICAPPED	30,000.00	.00	30,000.00	.00	40,000.00	41,056.62	-1,056.62	102.64

SELECTION CRITERIA: expledgr.key_orgn like '540%' and expledgr.account like '564%'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-352 LOST III
TOTAL COST CNTR-540115 SHERIFFS CAP PROJECTS
1ST SUBTOTAL-56000 CAPITAL OUTLAY

ACCOUNT		CURRENT YEAR BUDGET	CURRENT YEAR EXPENDITURES	CURRENT YEAR BALANCE	CURRENT YEAR %	PRIOR YEAR BUDGET	PRIOR YEAR EXPENDITURES	PRIOR YEAR BALANCE	PRIOR YEAR %
56401	MACHINERY & EQUIPM	3,469,022.00	2,634,642.21	834,379.79	75.95	5,180,490.38	3,478,465.80	1,702,024.58	67.15
TOTAL-56000	CAPITAL OUTL	3,469,022.00	2,634,642.21	834,379.79	75.95	5,180,490.38	3,478,465.80	1,702,024.58	67.15
TOTAL-540115	SHERIFFS CAP	3,469,022.00	2,634,642.21	834,379.79	75.95	5,180,490.38	3,478,465.80	1,702,024.58	67.15
TOTAL-352	LOST III	3,469,022.00	2,634,642.21	834,379.79	75.95	5,180,490.38	3,478,465.80	1,702,024.58	67.15
TOTAL REPORT		3,545,658.00	2,668,961.95	876,696.05	75.27	5,325,742.38	3,624,774.08	1,700,968.30	68.06

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-1730 **Clerk & Comptroller's Report** **Item #: 14. 4.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: County Investment Advisory Committee Meeting Minutes
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Approval of County Investment Advisory Committee Meeting Minutes

That the Board approve the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held July 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on October 28, 2011.

Attachments

CR I-4

MINUTES OF THE QUARTERLY MEETING OF THE
COUNTY INVESTMENT ADVISORY COMMITTEE
HELD JULY 29, 2011
M. C. BLANCHARD JUDICIAL BUILDING
EXECUTIVE ADMINISTRATION CONFERENCE ROOM, SECOND FLOOR
190 GOVERNMENTAL CENTER, PENSACOLA, FLORIDA
(9:05 a.m. – 10:32 a.m.)

Present: Bob Alft, Acting Chairman, Clerk of the Circuit Court and Comptroller's Appointee
Robert A. Beargie, Vice Chairman, Board of County Commissioners' Appointee
(Arrived at 9:20 a.m.)
Patricia L. Sheldon, Clerk & Comptroller's Designee
Amy Lovoy, County Administrator's Designee

Others
Present: Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office
Doris Harris, Clerk to the Board's Office

Absent: M. Blaise Adams, Chairman, Board of County Commissioners' Appointee
Gene M. Valentino, BCC Oversight Representative

AGENDA NUMBER

1-2. Call to Order/Roll Call

Mr. Alft called the County Investment Advisory Committee (CIAC) Quarterly Meeting to order at 9:05 a.m., with a quorum present.

3. Invocation

Mrs. Harris delivered the Invocation.

4. Legal Advertisement

The CIAC was advised by Mrs. Harris that the Meeting was advertised in the Pensacola News Journal on July 23, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 25 – July 29, 2011*.

5. Approval of Minutes

Motion made by Ms. Lovoy, seconded by Mrs. Sheldon, and carried 3-0, with Mr. Adams absent and Mr. Beargie not yet present, approving the Minutes of the Quarterly Meeting of the CIAC held April 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office.

AGENDA NUMBER – Continued

6. Review of Investment Reports for April, May, and June 2011

Mrs. Sheldon reviewed the Investment Report for June 30, 2011, and advised that the total short-term portfolio equaled $112,970,869, with a yield of .27%, as compared to Standard & Poor's (S&P) Government Investment Pool (GIP) 30-Day Index of .05%, and year-to-date earnings of $167,485.

For Information: The CIAC:

A. Heard comments from Steven Alexander and David Jang, PFM Asset Management, LLC, regarding the potential downgrade of the U. S. Treasury, pending the outcome of the August 2, 2011, deadline to raise the Federal debt ceiling, and was advised by Mr. Jang that the U. S. Government's debt is $14.3 trillion and, if the debt ceiling is not raised, the Government cannot meet its obligations; and

B. Reviewed the *Escambia County Clerk of Court, Florida – Investment Performance Review – Quarter Ended June 30, 2011*, as prepared by PFM Asset Management, LLC, which includes an Executive Summary that reflects:

- The County's Long Term Portfolio is of high credit quality and maintains adequate liquidity. The portfolio is invested entirely in Federal Agency, U.S. Treasury, corporate notes, commercial paper and municipal bond securities. The securities are allocated among high quality issuers rated AAA, AA, A-1+ and A-1.

- The economic recovery continued in the second quarter, albeit at a slower pace. Many economists believe the slower pace of the recovery reflects temporary factors, including the dampening effect of higher food and energy prices on consumer purchasing power and spending, as well as, supply chain disruptions associated with the tragic events in Japan. Although these factors are being considered temporary, Federal Reserve officials lowered their growth forecasts for the second time this year. U.S. central bankers said the economy will expand 2.7% to 2.9% this year, down from forecasts ranging from 3.1% to 3.3% in April.

(Continued on Page 3)

AGENDA NUMBER – Continued

6. Continued…

For Information – Continued

B. Continued…

- Debates over government spending and budget cuts have been at the forefront of the conversation in Europe and the United States during the second quarter. Greece was on the verge of default until Greek officials passed strict austerity measures needed to secure a bailout from the European Union. Meanwhile, in America, Congress has been unable to agree on the Federal budget and debt limit. The ongoing debate almost caused a government shutdown and prompted Standard & Poor's to put America's AAA credit rating on negative watch. Investors are concerned that cuts in government spending in the short run will slow future growth prospects.

- During the quarter, speculation of a Greek default drove intermediate-term U.S. Treasury yields near or below November 2010 lows. The 2-year U.S. Treasury fell for eleven consecutive weeks, the longest rally since the 1980s, until the last week of June, when Greek officials eased concerns of a Greek default by passing large budget cuts. By the end of the quarter, the 2-year U.S. Treasury yield hit 0.46%, approximately 37 bps lower than it was on March 31, 2011.

- The Federal Reserve completed its second round of quantitative easing on June 30, 2011. Although the Fed will continue its existing policy of reinvesting principal payments from its securities holdings, Fed Chairman Ben Bernanke indicated that the Fed is putting extraordinary monetary policy action on hold. However, Chairman Bernanke said the Fed will continue to monitor the economy and act as needed.

- Over the course of the quarter, PFM executed trades to take advantage of the decrease in yields. For example, in April, before rates began to fall, PFM purchased federal agency and Treasury securities in the one to four-year maturity range to increase the portfolio's yield. After intermediate-term rates hit new lows in late June, PFM sold out of Treasury securities to capitalize on market appreciation. These trades resulted in realizing over $57,000 in gains on sales.

(Continued on Page 4)

AGENDA NUMBER – Continued

6. Continued…

For Information – Continued

B. Continued…

- At the beginning of the quarter, PFM targeted the portfolio's duration at 99% of the benchmark's duration in order to benefit from the yield and roll down offered by the steep yield curve. Over the quarter, as rates decreased PFM allowed the duration of the portfolio to shorten compared to the benchmark's duration. The portfolio's return of 1.56%, outperformed the benchmark's return of 1.49% by 7 basis points (0.07%). In an interest rate environment where yields remain at or near record lows, PFM will continue to position the portfolio's duration short of the benchmark's duration to reduce interest rate risk and the market value erosion that will occur if rates rise.

- PFM will continue to follow the prudent investment strategies that have safely provided the County with favorable long-term performance during this period of historically low interest rates.

- Intermediate-term rates remain at or near all-time lows. Further, the Fed continues to state that it plans to keep the target federal funds rates low for an extended period which is likely to keep short-term rates at their currently low levels. For the most part, the market is expecting higher rates in the future as measured by the steepness of the yield curve, or the difference in yield between the 2-year U.S. Treasury Note and the 10-Year U.S. Treasury note, which is at historically wide levels.

- As such, PFM is currently positioning the portfolio's duration short of the benchmark's duration in order to provide additional protection from market value losses in the event of a sharp yield increase. A shorter duration will also allow for the extension of duration to capitalize on higher yields in the event they increase. PFM will closely monitor the markets to make select purchases of securities when rates move towards the upper end of their range.

(Continued on Page 5)

AGENDA NUMBER – Continued

6. Continued…

   For Information – Continued

   B. Continued…

   - In the coming quarter, PFM will continue to look for opportunities to purchase commercial paper, which has provided a yield advantage over comparably maturing short-term securities. Additionally, utilizing commercial paper will allow PFM to barbell the portfolio by offsetting the duration of longer-term securities.

   - Agency spreads to Treasuries remain narrow. In the case that spreads widen, Treasuries could outperform agencies. At that point, PFM will restructure the portfolio, allocating a larger portion of agency securities.

7. Escambia County, Florida, Investment Policy Amendments

   Motion made by Mr. Beargie, seconded by Ms Lovoy, and carried 4-0, with Mr. Adams absent, approving to recommend that the Board of County Commissioners amend the Escambia County, Florida, Investment Policy, Section XIV.B., Page 15, as follows, to allow for market driven options to the benchmarks used for the long-term portfolio:

   XIV. PERFORMANCE MEASUREMENTS

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

(Continued on Page 6)

AGENDA NUMBER – Continued

7. Continued…

Motion made by Mrs. Sheldon, seconded by Mr. Beargie, and carried 4-0, with Mr. Adams absent, approving to recommend that the Board of County Commissioners amend the Escambia County, Florida, Investment Policy, Section XII.G.1., Page 12, as follows, as requested by Steven Alexander, PFM Asset Management, LLC, during the Meeting:

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

G. Corporate Notes

1. Purchase Authorization

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

8. Adjourn

Mr. Alft adjourned the CIAC Meeting at 10:32 a.m.

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-1727 **Clerk & Comptroller's Report** **Item #: 14. 5.**
BCC Regular Meeting
Meeting Date: 11/17/2011
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 *Northwest Florida Water Management District 2010 Annual Report*, and the *Governing Board Meeting Schedule for 2012*, as provided by Robin K. Tucker, Executive Assistant, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on November 4, 2011.

Attachments

CR I-5

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

Douglas E. Barr
Executive Director

November 1, 2011

Clerk of the County Court:

To document the boundaries and extent of special districts in Florida, the *Uniform Special District Accountability Act of 1989* requires special multi-county districts to provide a map of their districts to each of the counties. This requirement is listed under section 189.418, *Florida Statutes*, and Rule 9B-50.014(3), *Florida Administrative Code*.

As the Northwest Florida Water Management District is a special district and falls under these reporting requirements, we are providing an annual report that includes a map on its last page that outlines the District boundaries.

Section 189.417 of the Florida Statutes requires that the District provide each county with its Governing Board meeting schedule each year. The 2012 schedule is also enclosed.

Most of our Board meetings are held at District headquarters located on U.S. Highway 90, 10 miles west of Tallahassee. You are welcome to attend any of our meetings.

Sincerely,

Robin K. Tucker

Robin K. Tucker
Executive Assistant

Enclosures

FILED
BAY COUNTY, FL
NOV 21 2011
CLERK OF THE BOARD
COUNTY COMMISSIONERS

GEORGE ROBERTS, Chair, Panama City
PHILIP K. McMILLAN, Vice Chair, Blountstown
JOYCE ESTES, Secretary-Treasurer, Eastpoint
GUS ANDREWS, Defuniak Springs
PETER ANTONACCI, Tallahassee
STEPHANIE BLOYD, Panama City Beach
JERRY PATE, Pensacola
NICK PATRONIS, Panama City Beach
RALPH RISH, Port St.Joe

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

81 Water Management Drive
Havana, Florida 32333
(850) 539-5999

GOVERNING BOARD MEETING SCHEDULE FOR 2012

January 26 (Thursday)	District Headquarters
February 23 (Thursday)	District Headquarters
March 22 (Thursday)	District Headquarters
April 26 (Thursday)	District Headquarters
May 24 (Thursday)	Crestview Field Office
June 28 (Thursday)	District Headquarters
July 26 (Thursday)	District Headquarters
August 23 (Thursday)	District Headquarters
September 13 (Thursday)	Crestview Field Office (5:05 p.m. - Public Hearing on Budget)
September 27 (Thursday)	District Headquarters (Board Meeting and Budget Hearing)
October 25 (Thursday)	District Headquarters
November 30 (Friday)	District Headquarters
December 1 (Saturday)	District Headquarters

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-1728 **Clerk & Comptroller's Report** **Item #: 14. 6.**
BCC Regular Meeting
Meeting Date: 11/17/2011
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 3, 2011;

B. Approve the Minutes of the Attorney-Client Session held November 3, 2011;

C. Approve the Minutes of the Regular Board Meeting held November 3, 2011; and

D. Approve the Minutes of the Attorney-Client Session held November 10, 2011.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1623 **Growth Management Report** **Item #: 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/17/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, December 8, 2011

A. 5:46 p.m. LDC Ordinance - Article 7 “Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages”
B. 5:47 p.m. LDC Ordinance - Article 2 "BCC Review and Action of Rezonings"
C. 5:48 p.m. LDC Ordinance - Article 8 "Signage"

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1655 **County Administrator's Report Item #: 14. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: CRA Meeting Minutes October 20, 2011
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes October 20, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the October 20, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On October 20, 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

October 20, 2011 CRA Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 20, 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, Vice Chair **(Absent)**
Commissioner Marie Young, District 3, Chair
Commissioner, Grover Robinson, IV, District 4
Commissioner Kevin White, District 5 **(Absent)**
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney

1 Call to Order.

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

2 Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

3 Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff requests the Escambia County CRA take the following actions:

A. Accept, for filing with the Board's Minutes, the September 15, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant;

B. Approve 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, for the installation of a new sign;

C. Reappoint 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 for the Board of County Commissioners;

D. 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; and

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

Motion was made by Commissioner Robinson to move items A through E. The motion was seconded by Commissioner Robertson.

(Approved 3-0 with Commissioners White and Valentino absent)

4 Adjournment.

The meeting adjourned at 8:46 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1694 **County Administrator's Report Item #: 14. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Palafox Parkway, Brentwood Park Subdivision
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Palafox Parkway, Brentwood Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for December 9, 2011, at 5:32 p.m., to consider the Petition to Vacate a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.

Palafox Parkway (40' R/W) is a paved County-maintained road, dedicated and shown on the Plat of Brentwood Park Subdivision, as recorded in Plat Book 1, at Page 11, of the Public Records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. Petitioner is requesting the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said Plat and as shown on Exhibit "A".

BACKGROUND:

Palafox Parkway (40'R/W) is a paved County-maintained road, dedicated and shown on the plat of Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. Petitioner is requesting the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said plat and as shown on attached Exhibit "A".

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

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the proposed 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 preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all property owners within 500 feet will be notified.

Staff has been in contact with Michael W. Poston, Pastor, Brentwood Assembly of God, Inc., Petitioner. It is the responsibility of the Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Plat

map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Right-of-Way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Brentwood Assembly of God, Inc., presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

2. That the Petitioner, Brentwood Assembly of God, Inc., desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 46 Township 1S Range 30 West and recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Brentwood Assembly of God, Inc.
(Petitioner)

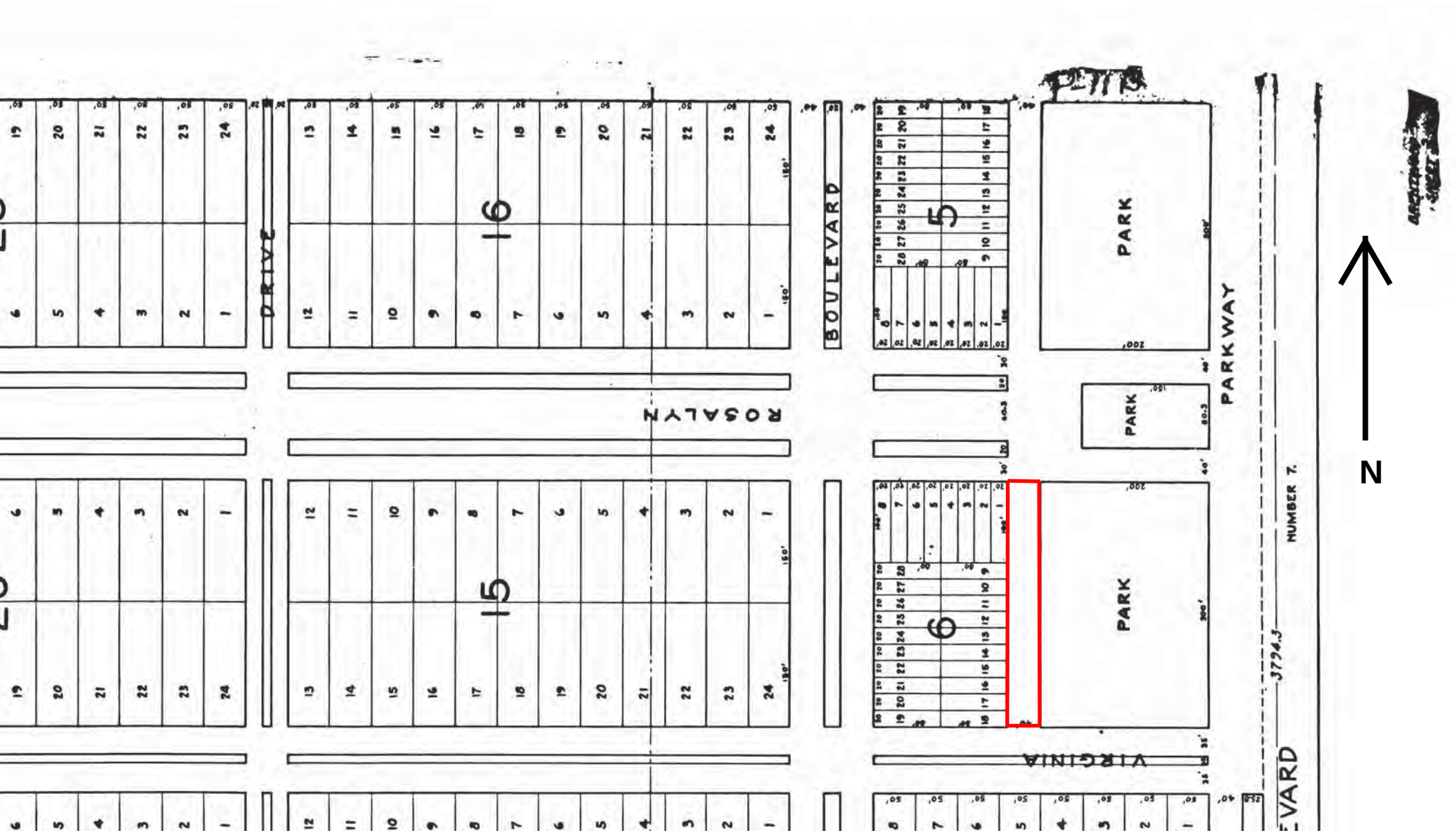
4901 North Palafox Highway
Pensacola, FL 32505
(Address)

(850) 432-0303
Phone Number

N/A
Agent's Name

August 4, 2011
Date

BRENTWOOD PARK SUBDIVISION
PLAT BOOK 1 PAGE 11



PORTION OF PALAFOX PARKWAY REQUESTED TO BE VACATED

"Exhibit A"

PORTION OF PALAFOX PARKWAY, BRENTWOOD PARK SUBDIVISION

Petitioner: Brentwood Assembly of God, Inc.

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

JCC 05/26/11 DISTRICT 3

PETITIONERS PROPERTY

PORTION OF PALAFOX PARKWAY REQUESTED TO BE VACATED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1696 **County Administrator's Report Item #: 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: 2011 Escambia County Extension Council Appointments/Reappointments
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments/Reappointments to the Escambia County Extension Council - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning appointments/reappointments to the Escambia County Extension Council:

A. Appoint the following four individuals to a two-year term effective December 1, 2011, through November 30, 2013:

ZONE	NAME AND ADDRESS
1	Mark Casson, 10810 Highway 97, McDavid, Florida, 32568
3	Vernon Hiebert, 4890 Lemon Road, Walnut Hill, Florida, 32568
5	Charles Woodward, 5516 Molino Road, Molino, Florida, 32577
11	Carol B. Tanksley, 8012 Eastwood Lane, Pensacola, Florida, 32514-6551

B. Reappoint the following two individuals to a two-year term, effective December 1, 2011, through November 30, 2013:

ZONE	NAME AND ADDRESS
7	Debbie Looney, 9491 Cove Avenue, Pensacola, Florida, 32534
9	Julie Sackman, 3451 Wellington Road, Pensacola, Florida, 32504

C. Request the County Administrator's Office provide letters of appointment to incoming members and letters to appreciation to out-going members.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a

member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms before rotating off and must be off the council for one two-year term before becoming eligible to serve again.

These individuals which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest in or concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex or national origin.

BUDGETARY IMPACT:

No budgetary impact associated with apppointment to the Escambia County Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No personnel impact associated with appointment to the Escambia County Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is a copy of a resume for each individual being considered for appointment or reappointment.

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominating Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

Extension Council Appts 2011

Extension Council Nominee Information Sheet

Name: Mark Casson

Mailing Address: 10810 Highway 97

City / State / Zip: McDavid, FL 32568

Contact Phone:

Alternate Phone:

How long have you been a resident of Escambia County? 10

Current employer & position. If retired, last employer	Self Employed Local small farms producer
Educational Background	AA from Brevard College in Liberal Arts
List any work with Extension Programs or Civic/Volunteer Groups	
List any hobbies or activities involved with or pursuing	Work all the time Coach Soccer Family
Anything else you would like to add	

Zone 1 - 2011 through 2013 Appointment

Extension Council Nominee Information Sheet

Name: Vernon Hiebert

Mailing Address: 4890 Lemon Road

City / State / Zip: Walnut Hill, FL 32568

Contact Phone: 850-327-6787

Alternate Phone: 850-982-6939

How long have you been a resident of Escambia County? 45 years

Current employer & position. If retired, last employer	Self employed Owner of "The Tank" Catfish Farm
Educational Background	Graduated from Ernest Ward High School, Walnut Hill
List any work with Extension Programs or Civic/Volunteer Groups	
List any hobbies or activities involved with or pursuing	Fishing Cooking
Anything else you would like to add	

Zone 3 - 2011 through 2013 Appointment

Extension Council Nominee Information Sheet

Name:	Charles Woodward
Mailing Address:	5516 Molino Road
City / State / Zip:	Molino, FL 32577
Contact Phone:	850-572-0007
Alternate Phone:	

How long have you been a resident of Escambia County? 33 years

Current employer & position. If retired, last employer	Retired- UDSA Farm Service Agency

Educational Background	Shanks High School, Quincy, Florida UWF- Vocational Education- Lacking 8 hours of Foreign Language

List any work with Extension Programs or Civic/Volunteer Groups	Worked with Extension - Chairman of Farm Tour Committee

List any hobbies or activities involved with or pursuing	Raising cows Gardening (roses)

Anything else you would like to add	

Zone 5 - 2011 through 2013 Appointment

Extension Council Nominee Information Sheet

Name: Debbie Looney
Mailing Address: 9491 Cove Avenue
City / State / Zip: Pensacola, FL 32534
Phone: 850-382-3322
Alternate Phone: home number 850-477-3060

How long have you been a resident of Escambia County? since 1986

Current employer & position: Northwest Florida Water Management District
If retired, last employer: Associate Environmental Scientist

Educational background: B.S. Marine Biology in 1992, UWF

List any work with Extension Programs or Civic/Volunteer groups: Member of the FYN Advisory Council. Member of Environmental Education Coordination Team. Volunteered for numerous events such as Earth Day, Bay Day, Kids Fishing Clinic, coastal or creek clean up events, participated in the Escambia County School District I Love Science Program, assisted extension agents with activities and field trips, and have conducted education presentations, coordinated science field trips, coordinated workshops and symposiums. I am also a Board member of the Florida Association of Environmental and Professionals who participates in many public outreach events.

List any hobbies or activities involved with or pursuing
I enjoy creating and maintaining all types of gardens: butterfly, vegetable, fruit, herb, rose and flower gardens. I compost yard and tree debris for mulch. I enjoy riding horses. I have directed several choirs in the past and enjoy music. I love to educate the public of all ages. I was a scout leader for 4 years. I enjoy hiking, swimming, kayaking, long walks on the beach, watching wildlife, and shell collecting.

Anything else you would like to add
I have worked as a professional environmental scientist / wetland ecologist for the last 19 years. As a college student, I coordinated a grant funded program at UWF called Wetlands Weekend. I have participated in numerous education events for adults and children over the last 22 years.

****
Zone 7 – 2011 through 2013 Appointment

Extension Council Nominee Information Sheet

Name:	Julie Sackman
Mailing Address:	3451 Wellington Road
City / State / Zip:	Pensacola, FL 32504
Contact Phone:	850-206-4878
Alternate Phone:	850-477-2043

How long have you been a resident of Escambia County? Life long

Current employer & position. If retired, last employer	Self-employed writer BELK department store (merchandiser) Display & sell original works at Palafox Market (have an art booth)

Educational background	UWF-BA in Elementary Education; minor in Art

List any work with Extension Programs or Civic/Volunteer Groups	Past 4-H Club Leader-10 years Served on 4-H Advisory Committee School PTA and other groups CCD-Catholic Religious Education Basketball & Soccer

List any hobbies or activities involved with or pursuing	Writing, visual arts, sailing, gardening, and reading.

Anything else you would like to add	Serving a three-year term as a juror for the Florida Book Awards. This is a volunteer position.

Zone 9 - 2011 through 2013 Appointment

CAROL B. TANKSLEY

(SELECTED VITA 2001-2011)

8012 Eastwood Lane
Pensacola, Florida 32514-6551
850-479-9616

Employment: University of West Florida, Associate Professor

Education:
Doctorate Degree/University of Houston, Mid-Management 1989
Masters Degree/University of Pittsburgh, Urban Ed. & Reading 1970
Masters Degree/Sam Houston State Univ. Library Science 1980
Bachelors Degree/Beacon College, Religious Studies 2000
Bachelors Degree/Pennsylvania State University, Elem. Ed. & Music 1968

Partial Service List Local Community 2001-1011

Member, Board of Directors Greater Pensacola Symphony Orchestra, 2001-2007
Vice-Pres. Pensacola Federation of Garden Clubs, 2004-2006
Vice-Pres. & Sec. Friends of the Gardens, 2003-2006
National Beauty Pageant Local Judge, 2005
4-H Speech Judge 2005, 2006
Tropicana Speech Judge 2006-2010
Speech Judge Santa Rosa County, 2001- 2008
Advisory Board Panhandle Butterfly House, 2006-Present
PACE High School for Girls, Workshops on Healthy Eating and Obesity, January and March 2010
Member Advisory Sustainability Sub-Committee, Escambia County, 2006-Present
Trustee, Board of Directors, Pensacola Opera, 2010-Present
Certified Florida Master Gardener, Escambia County, 2003-Present
Member, The Links, Inc.
Member, Delta Sigma Theta Sorority, Inc.
Member, Societas Docta, Inc.

Partial Professional Contributions:

Author of one book, essays, journal articles, article review editor for a journal, and writer and validator of test items in English, Reading and General Knowledge for the State of Florida Teacher Certification Test.

****

Zone 11 – 2011 through 2013 Appointment

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1715 **County Administrator's Report Item #: 14. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Chairman's 2011/2012 Annual Appointments to Boards and Committees
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Chairman's 2011/2012 Annual Appointments to Boards and Committees - Charles R. "Randy" Oliver, County Administrator

That the Board confirm Chairman Wilson B. Robertson's 2011/2012 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective November 17, 2011.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Comr Robertson Appointments to Boards-Committees

BOARDS AND COMMITTEES ON WHICH COMMISSIONERS SERVE
2011-2012 ANNUAL APPOINTMENTS MADE BY CHAIRMAN WILSON B. ROBERTSON

BOARDS/COMMITTEES

Area Agency on Aging (1) – Comr. Robertson

Area Housing Commission (1) – Comr. Young (2012-2015) (Ch. 421, F.S. – 4 YEAR TERMS) (According to F.S. and the Special Act Relating to the Area Housing Commission, Comr. Young can continue to serve as the Board's appointee, even when she is no longer an elected official)

Bay Area Chamber of Commerce Board of Directors (1) – Comr. Robinson
(Note: The Chamber Bylaws Require the Chairman or Chairman's Designee Serve on this Board.)

Bay Area Resource Council (2) – Comr. Robinson & Comr. White

Community Action Program Committee, Inc. – Comr. Young **(2009-2012)**
(Note: Appointments to this Committee are made by Community Action, not by BCC Chairman.

Community Drug & Alcohol Commission (1) – Comr. Robertson

Community Enterprise Investments, Inc. (1) – Comr. Young

Council on Aging (1) – Comr. Young
(Note: Appointments to this Committee are made by Council on Aging, not by BCC Chairman. Appointments are for two years – Comr. Young (2011-2013) (Comr. Young was reappointed in June 2011)

Downtown Improvement Board (1) – Comr. Robinson

Early Learning Council (1) – Comr. Valentino **(COMR. VALENTINO'S DESIGNEE - ROBERT COTHRAN - 1-21-2011-11-2014 WHICH RUNS CONCURRENT WITH HIS TERM OF OFFICE)**

Extension Council-Escambia County (1) – Comr. White

Florida-Alabama Transportation Planning Organization (All 5 Commissioners)
(Note: Formerly Transportation Planning Organization/Metropolitan Planning Organization)

Investment Advisory Committee (1) – Comr. Valentino
(**Note: Originally filled by the Finance Committee Chairman. Since elimination of the Finance Committee, this appointment was added to this list.)**

Juvenile Justice Council (1) – Comr. Robinson
(Note: Chairman or Designee)

Military Affairs Committee (1) – Comr. White

Northwest Florida Regional Transportation Planning Organization (3) – Comr. Robinson (2013), Comr. Valentino (2012), & Comr. White (2013) **(Note The Florida-Alabama TPO Makes Appointments to this Organization – Appointees Serve a Four-Year Term) (Comr. Robinson and Comr. White were appointed at the March 11, 2009, TPO Meeting) (Comr. Valentino was appointed to serve a two-year term as Chair on January 19, 2011. The TPO will notify the BCC in January if Comr. Valentino is reappointed for another four-year term.)**

Pensacola-Escambia Development Commission (2) – Comr. White (2010-2012) & Comr. Robertson (2012-2014) **(Note: Each Commissioner is appointed for staggered two-year terms.)**

Public Safety Coordinating Council-Escambia County (1) – Comr. Young

Resource, Conservation & Development Council (1) – Comr. White

Tourism Administration & Convention Committee (1) – Comr. Valentino

Tourist Development Council (1) – Comr. Valentino

Value Adjustment Board (2) – Comr. Valentino & Comr. White **(Please Note: Section 194.015, F.S. Revised the Membership of the Committee Effective 09/01/08)**

West Florida Regional Planning Council (2) – Comr. Valentino & Comr. White

(PREPARED 11/08/11)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1716 **County Administrator's Report Item #: 14. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Limited Waiver of the Escambia County Noise Abatement Ordinance for New Year's Eve Fireworks Display at Casino Beach Pier
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Casino Beach Fishing Pier - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Casino Beach Fishing Pier, from 11:59 p.m., December 31, 2011, to 12:10 a.m., January 1, 2012.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Application

Site Location-Map

Special Event Permit Application

Escambia County, Florida

Permit Number	SE 11100 8463
Building Permit Number	N/A
Approved By:	Date:

Check one of the following:	
Tent Permit	
Operational Permit	
Waiver of Noise	X
Air Supported Structure	

Applicant: Maureen LaMar		Phone Number: 850-932-1500
Owner's Name: Pensacola Beach Chamber		Phone Number:
Owner's Address: 735 Pensacola Beach Blvd.		
City: Pensacola Beach	State: Florida	Zip Code: 32561
Job Address: 1 Casino Beach Boardwalk		Lot or Apt. Number:

Tent Permit Section Only	
Tent Usage:	
Size of Tent:	Date of Event:

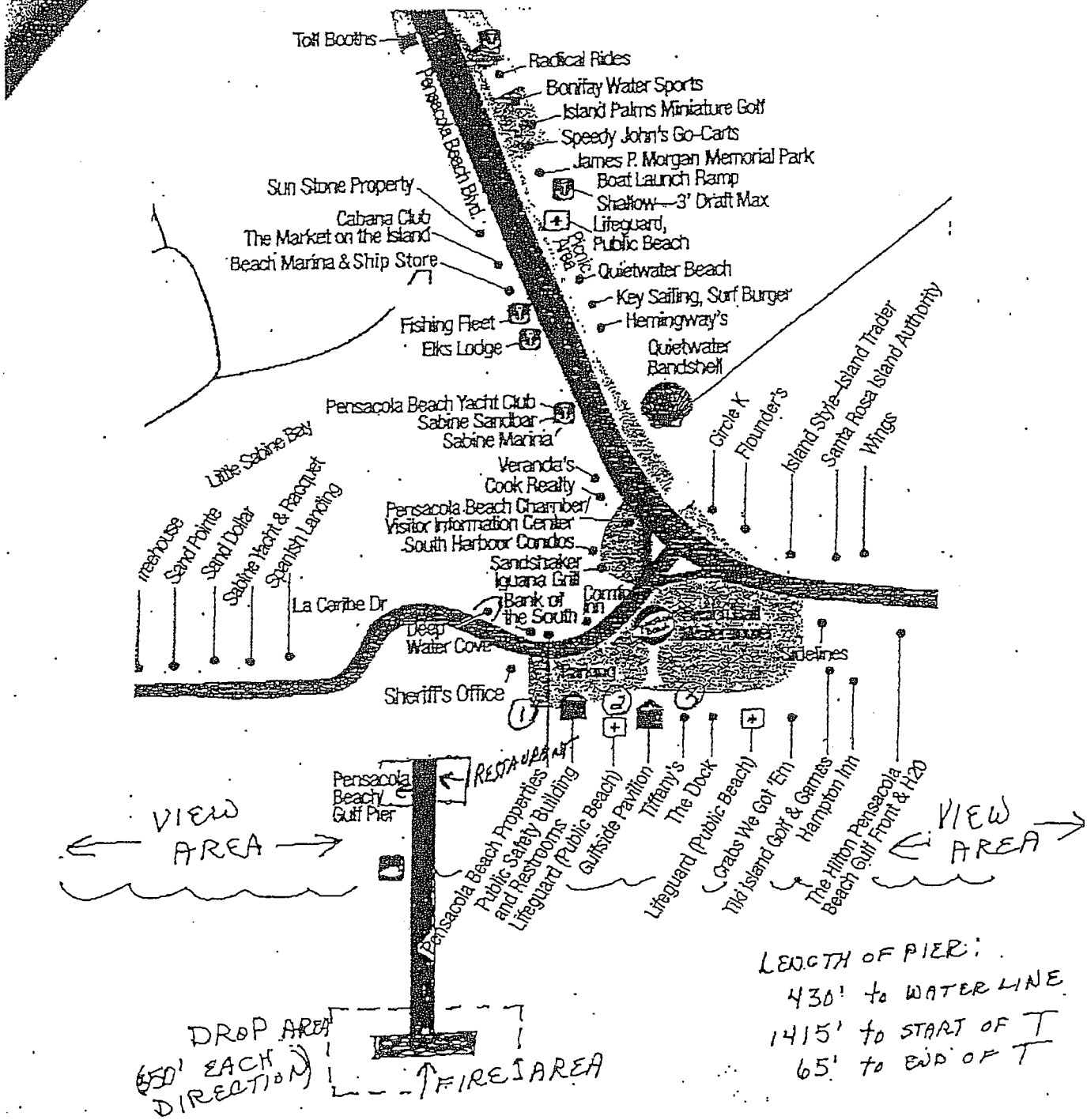
Limited Waiver Section Only	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Site Address: 1 Casino Beach Boardwalk 32561	
Time of Activity: 11:59 pm - 12:10 am	Activity: Firework Display

Remarks or Comments:
Bring in New Year with Firework Display

Driving Directions:
Fishing Pier Adjacent to Casino Beach Parking

Escrow Account Number:	
Applicant Signature: Maureen LaMar	Date: 10/21/11

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



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

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1679 **County Administrator's Report Item #: 14. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Solid Waste Management - Request for Disposition of Property
From: Patrick T. Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

SWMD Dispositions 11172011

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Solid Waste Management COST CENTER NO: 230304

Susan Holt DATE: 10/19/2011

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54013	Dell Computer	5WZLM71	SX280	2005	Unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Rufus Smith
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10/19/11 Information Technology Technician Signature: Rufus Smith

TO: County Administration Date: 11/01/11

FROM: Escambia County Bureau Bureau Chief (Signature): P. Johnson

Bureau Chief (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 11/1/11

Charles R. Oliver

Charles R. "Randy" Oliver
County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Solid Waste COST CENTER NO: 230301

Susan Holt DATE: 10/20/2011

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	36803	Double-Wide Trailer 26' x 70'	DSHAL13449AB		1990	Fair

Disposal Comments: No longer needed for department use.

TO: County Administration Date: 11/01/11

FROM: Escambia County Department Department Head: P. Johnson

Department Head: Patrick Johnson

RECOMMENDATION: Date: 11/1/11

TO: Board of County Commissioners

FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver
County Administrator or designee

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

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

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1758 **County Administrator's Report Item #: 14. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Corrections Department - Request for Disposition of Property
From: Gordon Pike
Organization: Corrections
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

EE Property Disposal 10-24-11

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CORRECTIONS -ECE COST CENTER NO: 290101

SANDRA SLAY DATE: 10-24-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Sandra Slay Phone No: 595-1824

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53018	PRIUS - CAR	JTDKB22UX40059965	TOYOTA	2004	Driveable/Fair
N	50963	MALIBU - CAR	1G1ND52J92M720947	CHEVY	2002	FAIR
N	50964	MALIBU - CAR	1G1ND52J32M720	CHEVY	2002	FAIR
N	48386	SILVERADO TRUCK	1GCEC14W1YZ281475	CHEVY	2000	FAIR
N	47253	F-150 TRUCK - 4X4	1FDNF21L0XED05483	FORD	1999	POOR
N	48674	F-250 TRUCK	1FDNF20L4YED93862	FORD	2000	FAIR

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: 10/26/2011

FROM: Escambia County Bureau Bureau Chief (Signature): Gordon Pike

Bureau Chief (Print Name): GORDON PIKE

RECOMMENDATION: Date: 10/27/11

TO: Board of County Commissioners

FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver, ~~CRA~~

County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CORRECTIONS COST CENTER NO: 290101

Sandra Slay DATE: 10-24-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Sandra Slay Phone No: 595-1824

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50774	TRUCK- BR 2165	3B6KC26Z02M250618	DODGE	2002	Driveable/Fair
N	50775	TRUCK- BR 2165	3B6KC26Z92M250617	DODGE	2002	Driveable/Fair
N	52124	F-250 TRUCK	1FDNF20L43ED85012	FORD	2003	Driveable/Fair
N	52963	F-250 TRUCK	1FDNF20L94EC95419	FORD	2004	Driveable/Fair
N						
N						

Disposal Comments: Replaced by new unit

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: 10/26/2011

FROM: Escambia County Bureau Bureau Chief (Signature): Gordon Pike

Bureau Chief (Print Name) GORDON PIKE

RECOMMENDATION: Date: 10/27/11

TO: Board of County Commissioners

FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver

County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1765 **County Administrator's Report Item #: 14. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: Establishing a Resolution of Support for "Project Control" as a Qualified Target Industry Business
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing a Resolution of Support for "Project Control" as a Qualified Target Industry Business - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning establishing a Resolution of Support for "Project Control," as a Qualified Target Industry Business and providing for local financial support not to exceed $9,000, in the form of an Economic Development Ad Valorem Tax Exemption (EDATE) and a Grant from the Economic Development Incentive Fund:

A. Adopt a Resolution expressing support for "Project Control" as a Qualified Target Industry Business and providing for local financial support not to exceed $9,000; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

"Project Control" is a confidential economic development prospect evaluating Escambia County as a potential location for a business expansion. "Project Control" designs and builds Analyzer Systems, DCS/PLS Systems and instrumentation cabinets. One of the company's largest and most competitive markets is building industrial equipment buildings. Their largest competitors are located in the Houston, North Carolina, and Tennessee areas. Currently, the building fabrication is outsourced. The proposed expansion would allow for the fabrication of these buildings at their own facility. Upon completion, "Project Control" anticipates bringing 15 additional jobs to the area with an average annual wage of $39,616.00 and a minimum capital investment of $520,000.00.

"Project Control" is under consideration for the Qualified Target Industry Tax Refund Program (QTIP). Florida law requires that the relevant local government entity endorse the QTIP project and agree to participate in 20% of the refund, which may be in the form of an EDATE and/or an economic development incentive grant. The local support for the QTIP exists in the total amount of $9,000, which equals 20% of the tax refund granted to the Qualified Target Industry Business for the QTIP and, upon approval of the necessary applications, will be provided by the County through a combination of an EDATE and an economic development incentive grant in accordance, with the guidelines set forth by the Governor's Office of Tourism, Trade, and Economic Development with the stipulation that these funds are intended to represent local

financial support as required by 288.106, Florida Statutes. The company shall not be eligible for any other incentives from Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

An EDATE Ordinance and Economic Development Incentive Fund Grant Agreement will be prepared upon approval of the necessary applications.

Attachments

Resolution- Project Control

RESOLUTION NUMBER R2011-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXPRESSING ITS SUPPORT OF ECONOMIC DEVELOPMENT PROSPECT "PROJECT CONTROL" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIEMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS SHALL GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; RECOMMENDING "PROJECT CONTROL" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF A GRANT AND AN EDATE FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration, currently identified as "Project Control," is a manufacturing business that is considering Escambia County as the location for a business expansion; and

WHEREAS, the proposed business expansion plans to bring 15 additional full-time jobs to the area with an average annual wage of $39,616.00, exclusive of benefits, and a minimum capital investment of $520,000.00; and

WHEREAS, Project Control intends to locate its facility at 9165 Roe Street, Pensacola, Florida; and

WHEREAS, Project Control has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, Project Control has been identified as a Target Industry Business and is eligible to apply for the Qualified Target Industry Tax Refund, pursuant to §288.106(3)(b)1, Florida Statutes; and

WHEREAS, the County hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

WHEREAS, the local financial support equal to 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Targeted Industry Tax Refund Program will be provided by the County in the form of an EDATE and an economic development incentive grant per the guidelines and restrictions established under the Escambia County Code of Ordinances.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board hereby recommends "Project Control" for approval as a Qualified Target Industry Business, pursuant to §288.106, Florida Statutes.

Section 3. That the Board has determined the basis of this project's average private sector wage commitment calculation shall be $39,616.00, which is 115% of Escambia County annual average wage.

Section 4. That the necessary local financial support for the Qualified Target Industry Tax Refund Program exists in the total amount of $9,000.00, which equals 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program, will be provided by the County in the form of an EDATE and an economic development incentive grant in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support as required by §288.106, Florida Statutes.

Section 5. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of_____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Wilson B. Robertson, 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: 11/9/11

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1779 **County Administrator's Report Item #: 14. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2011
Issue: County Administrator Appointment to the Escambia County Animal Services Advisory Committee
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County Administrator Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the County Administrator appointment to the Escambia County Animal Services Advisory Committee:

A. Confirm the appointment of Lindley Paxton Barden as an at-large representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective November 17, 2011, through November 16, 2014; and

B. Request the County Administrator's Office to provide a letter of appreciation to George I. Felt, Jr., for his dedicated service.

BACKGROUND:

The Board adopted the Resolution establishing the Animal Services Advisory Committee at its July 23, 2009 BCC Meeting. The Resolution provides for two at-large committee members to be appointed by the County Administrator. George Felt resigned from the Animal Services Advisory Committee in the summer of 2011.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective.

Attachments

Lindley Paxton Barden info

Lindley Paxton Barden
7911 Thomley Trail
Pensacola, FL 32525
850-712-4341

I was born and grew up in Florence, AL. I attended Auburn University, earning a B.S. in Microbiology and taking advanced coursework in Ruminant Nutrition. My working life was comprised of several main "careers," although all involved science in one form or another. Positions as laboratory technician in ruminant nutrition and neurochemistry (at the University of Kentucky/VA), dialysis technician (at Pensacola Nephrology), and pilot plant technician and quality control manager (at Monsanto/Solutia) paid my bills; I also built and managed All Creatures' Inn, an 80-run indoor/outdoor boarding kennel and grooming facility in Nicholasville, KY, which I still own today.

I think that many of my past experiences might qualify me to serve on the ASAC. I have written grants and authored papers, prepared a 3-year business plan to obtain a major business loan, designed and built a facility similar to ECAS, worked closely with several veterinarians, and volunteered with animal rescues for dogs, cats, horses, and wildlife. I have also studied the state and county animal regulations, and worked (with Panhandle Equine Rescue) with the County Commissioners, the Sheriff, and the District Attorney's office on several animal abuse/neglect cases.

I have always loved animals, and managed to spend as much time with them as possible. (During and) in between real jobs, I worked as a vet tech (or on a horse farm or in a show cattery!) for fun and experience. I retired in 2001, but I'm busier and more fulfilled now than I ever was when getting paid. I'm doing what I love, and making some difference for the animals. I feel that being on the ASAC would let me help them a little bit more.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1764 **County Administrator's Report Item #: 14. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: SBA#029 - Close-out of LOST II F-351
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #029 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, Local Option Sales Tax II (LOST), Fund (351), and Local Option Sales Tax III (LOST), Fund (352), in the amount of $4,765,306.20, to recognize a transfer of funds from LOST II to LOST III, and to appropriate these funds as part of the final close-out of the LOST II Fund for capital and infrastructure projects in Escambia County.

BACKGROUND:

The Local Options Sales Tax II fund is in the process of being closed-out of the financial system, this budget amendment completes the final action necessary to complete that process for Fiscal Year 2012.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $4,765,306.20, and decrease Fund 351 by $4,765,306.20.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#029

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

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

WHEREAS, the LOST II fund is being closed out, and funding is being reallocated into LOST III in the new FY11/12 and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Fund Name	Fund Number
Local Option Sales Tax II	351
Local Option Sales Tax III	352

Revenue Title	Fund Number	Account Code	Amount
T-fers from F-351	352	381351	4,765,306.20
Total			**$4,765,306.20**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Buildings	351/110224	56201	(2,550.00)
Improvements other than Buildings	351/110224	56301	(1,649.01)
Improvements other than Buildings	351/110224	56301	(20,588.00)
Buildings	351/110224	56201	(1,756,045.91)
Improvements other than Buildings	351/210105	56301	(767,802.74)
Buildings	351/330210	56201	(298,523.85)
Improvements other than Buildings	351/350213	56301	(5,828.75)
Improvements other than Buildings	351/350233	56301	(1,760,541.92)
Improvements other than Buildings	351/350233	56301	(151,776.02)
T-fers to F-352	351/110229	59101	4,765,306.20
Buildings	352/110267	56201	2,550.00
Improvements other than Buildings	352/110267	56301	1,649.01
Improvements other than Buildings	352/110267	56301	20,588.00
Buildings	352/110267	56201	1,756,045.91
Improvements other than Buildings	352/210107	56301	767,802.74
Buildings	352/330228	56201	298,523.85
Improvements other than Buildings	352/350229	56301	5,828.75
Improvements other than Buildings	352/350228	56301	1,760,541.92
Improvements other than Buildings	352/350228	56301	151,776.02
Total			**$4,765,306.20**

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

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#029

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1746 **County Administrator's Report Item #: 14. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Escambia County Emergency Medical Services Ambulance Fee Schedule and EMS Billing Procedures
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adjustments to the Escambia County Emergency Medical Services Ambulance Fee Schedule and EMS Billing/Collecting Procedures Policy – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Escambia County Emergency Medical Services (EMS) Ambulance Fee Schedule and EMS Billing/Collecting Procedures Policy:

A. Adopt the Resolution providing for a revised schedule of fees specific to mileage, base rates, and other charges, revising the EMS Billing/Collecting Procedures Policy, authorizing submittal of certain outstanding debts to credit bureaus, and authorizing the Public Safety Director to write-off certain debts, effective upon adoption by the Board; and,

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The last adjustment to the Escambia County Emergency Medical Services (EMS) ambulance fee schedule was effective October 1, 2007. The requested adjustments are consistent with the average rates imposed by other panhandle counties. Although the increase in the base rates will not translate into increased reimbursement for Medicare or Medicaid patients, we anticipate that the modest increase will result in additional revenue of approximately $400,000 annually.

The Board initially authorized the Public Safety Director to write-off any single account not exceeding $1,000 in its meeting held July 24, 2003. Continuation of this ability, which became effective October 1, 2003, will allow the expeditious processing of those accounts warranting special consideration.

The authorization to report outstanding private pay accounts to the credit bureaus was initially approved by the Board in its meeting held August 2, 2007, and became effective October 1, 2007. The recommendation to lower the debt balance referral amount to $25.00 is an effort to encourage individuals to pay their outstanding ambulance bill and is consistent with the current practice of our secondary collections contractor.

The revisions to the EMS Billing/Collecting Procedures Policy are consistent with current

procedures, correct typographical errors, and clarify parameters for certain procedures.

BUDGETARY IMPACT:

Additional revenue as a result of the increase will be realized in Fund 408 (EMS) to support increased expenses to fund EMS operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and revised the Resolution and has approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, EMS Billing Office Supervisor Joe Scialdone and Public Safety Business Operations Manager Trisha Pohlmann will oversee implementation of the new schedule.

Attachments

Fee Schedule Comparison Sheet

EMS Ambulance Fee Billing Resolution

SUPPORTING DOCUMENTATION

Recommendation Concerning Adjustments to the Escambia County Emergency Medical Services Ambulance Fee Schedule and EMS Billing Procedures - Board of County Commissioners Meeting - November 17, 2011

ECEMS Ambulance Fee Schedule	CURRENT	PROPOSED
BASE RATE:		
Emergency	$525.00	n/a
BLS-Emergency	n/a	525.00
ALS1-Emergency	n/a	625.00
ALS2-Emergency	n/a	700.00
Non-Emergency	400.00	n/a
BLS-NonEmergency	n/a	475.00
ALS-NonEmergency	n/a	550.00
Baker Act Transfer	150.00	0.00
Treatment without Transport (Interventions)	150.00	150.00
Specialty Care Transport	n/a	800.00
MILEAGE (per mile):		
(Prorated in accordance with the number of patients being transported and charged from point of pick-up to point of delivery, one way "loaded mileage" only.)	$10.00	$12.00
STAND BY SERVICE (per hour):		
Shift Supervisor (two hour minimum charge)	$60.00	$60.00
Paramedic (two hour minimum charge)	40.00	50.00
EMT (two hour minimum charge)	30.00	35.00
Event or Formal Request requiring vehicle and/or Personnel (two hour mimimum charge)	80.00	100.00
High School Events (**PER EVENT** up to 4 hours)	175.00	175.00
Per hour for each hour over 4 hours	30.00	30.00
OTHER CHARGES:		
IV Therapy/Administration	$50.00	$50.00
Oxygen Therapy/Administration	50.00	50.00
Cardiac Monitoring	60.00	60.00
Immobilization	60.00	60.00
Airway Management	65.00	65.00
Convenience Fee (EFT Transactions)	n/a	3.00
Interest (Accounts over 24 months from Date of Service)	n/a	4.75%

RESOLUTION R2011-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY PROVIDING FOR A REVISED SCHEDULE OF FEES SPECIFIC TO MILEAGE, BASE RATES AND ANCILLARY CHARGES; PROVIDING FOR REVISED EMS BILLING/COLLECTING PROCEDURES; PROVIDING AUTHORIZATION FOR EMS TO SUBMIT A NOTICE OF LIABILITY/DEBT TO THE THREE MAJOR CREDIT BUREAUS FOR UNPAID AMBULANCE BALANCES GREATER THAN TWENTY FIVE DOLLARS ($25.00) ON PRIVATE PAY ACCOUNTS THAT HAVE BEEN PROCESSED THROUGH THE IN-HOUSE BILLING PROCESS AND THE SECONDARY COLLECTION SERVICES AND REMAIN UNPAID; PROVIDING AUTHORIZATION FOR EMS TO ADMINISTRATIVELY WRITE-OFF CERTAIN UNCOLLECTABLE ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to provide ambulance services for the benefit of the citizens of Escambia County; and

WHEREAS, Escambia County, by and through its Board of County Commissioners, is currently providing ambulance services to County residents pursuant to such authorization; and

WHEREAS, the fees presently charged for ambulance services rendered by Escambia County have been in effect since August 2, 2007; and

WHEREAS, the operational costs of maintaining an ambulance service by Escambia County continue to increase each year and projected revenues will not be sufficient to support projected operating expenses, necessitating changes to the existing rate structure; and

WHEREAS, the Board of County Commissioners has determined that revising certain EMS billing procedures relating to the collection of accounts receivable would promote administrative efficiency; and

WHEREAS, the Board of County Commissioners has determined that a mechanism should be available to the Public Safety Director to encourage individuals to pay their ambulance bills and therefore authorize submission of outstanding debts to the three major credit bureaus (including TransUnion, Experian, and Equifax) for amounts greater than twenty five dollars ($25.00) on private pay accounts that have been processed through the in-house billing process and secondary collection services contractor and remain unpaid; and

WHEREAS, the Board of County Commissioners has determined that a mechanism should be available to the Public Safety Director to write-off any single account up to one thousand dollars ($1,000.00) for administrative efficiency upon finding of good cause; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the health, safety and welfare of the citizens of Escambia County to revise the fee schedule for ambulance services and certain billing procedures as provided herein.

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 Board of County Commissioners shall provide ambulance services in Escambia County pursuant to the following Ambulance Fee Schedule, attached hereto and incorporated herein as Exhibit A.

Section 3. That the Board of County Commissioners hereby adopts the following Revised EMS Billing/Collecting Procedures, Section III, Part D, attached hereto and incorporated herein as Exhibit B.

Section 4. That the prior Resolution (R2007-139), Ambulance Fee Schedule, and EMS Billing and Collecting Procedures adopted by the Board of County Commissioners are hereby superseded by this Resolution and the attached Exhibits.

Section 5. That the Board of County Commissioners authorizes the Public Safety Director or designee to submit outstanding debt to the three major credit bureaus for amounts greater than twenty five dollars ($25.00) on private pay accounts processed through in-house billing process and secondary collections services and remain unpaid. This may also be accomplished by the Public Safety Director or designee directing the secondary collection service to report the account to the credit bureaus.

Section 6. That the Board of County Commissioners authorizes the Public Safety Director or designee to administratively write-off any overdue account up to one thousand dollars ($1,000.00) for administrative efficiency upon a finding of good cause. Good cause shall include, but not be limited to, indigence, pandemic or other mass casualty event, a cost of collection in excess of the debt, or other such circumstance that is in the best interest of the County to excuse the account.

Section 7. That customary agency fees shall be evaluated annually and, if warranted, may be subject to increase for medical care services. Any annual increase for medical care services cost categories shall be forwarded to the Board of County Commissioners for approval prior to actual implementation.

Section 8. 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

By:_____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: Kristin Hual
Title: IACA
Date: 11/1/11

EXHIBIT A
AMBULANCE FEE SCHEDULE

BASE RATE:

ALS-NonEmergency	$550.00
ALS1-Emergency	625.00
BLS-NonEmergency	475.00
BLS-Emergency	525.00
ALS2-Emergency	700.00
Specialty Care Transport	800.00
Treatment without Transport (Interventions)	150.00

MILEAGE:

(Prorated in accordance with the number of patients being transported and charged from point of pick-up to point of delivery, one way "loaded mileage" only.)	$12.00/mile

STAND BY SERVICE:

Shift Supervisor (two hour minimum charge)	$ 60.00/hour
Paramedic (two hour minimum charge)	50.00/hour
EMT (two hour minimum charge)	35.00/hour
Event or Formal Request requiring vehicle and/or personnel (two hour minimum charge)	100.00/hour
High School Events	175.00/event (Up to 4 hours; $30/hour for every hour over 4 hours)

Note: Above stand-by services will be charged in hour increments and any portion of an hour greater than fifteen (15) minutes will be charged a full hour. As noted above, each standby service will be charged a minimum of two hours.

OTHER CHARGES:

IV Therapy/Administration	$ 50.00
Oxygen Therapy/Administration	50.00
Cardiac Monitoring	60.00
Immobilization	60.00
Airway Management	65.00
Convenience Fee (EFT Transactions)	3.00
Interest (Accounts over 24 months from Date of Service)	4.75% APR

EXHIBIT B

Board of County Commissioners
Escambia County, Florida

Title:	EMS Billing/Collecting Procedures, Section III, Part D.1
Date Adopted:	November 17, 2011
Effective Date:	November 18, 2011, as amended
Reference:	
Policy Amended:	November 15, 2001; Revised August 16, 2007; Revised November 17, 2011

A. PURPOSE:

The Division of EMS is an enterprise account and is therefore responsible for billing and collecting adequate fees to support all operating expenses. Other funds, such as the Local Option Sales Tax and grants, may be used to support capital projects and new programs.

The purpose of these procedures is to establish guidelines to ensure acceptable billing, collection and bad debt write-off methods are utilized. An aggressive but reasonable stance is necessary when attempting collection of fees for services, in compliance with applicable County, State and Federal regulations.

B. PROCEDURES:

1. 911/Emergency requests shall never be screened for financial ability to pay. Non-emergency requests may be screened for billing information, but transports within our service area will not be refused service because of inability to pay. A request for non-emergency transport service outside our area of responsibility will be screened and accepted or denied on a case by case basis after assessing crew availability and other pre-determined criteria.

2. 911/Emergency patients are not asked for payment at time of service, but are requested to sign an "Escambia County EMS Signature" Form. This form serves as a HIPAA acknowledgement, Release of Information, Assignment of Insurance Benefits and Appeal Rights of submitted claims. Billing information shall be collected during or after the service and an initial invoice will be sent to the responsible party within 3 to 7 days from the completion of pre-billing verifications.

3. The EMS Billing Office has no duty or obligation to file insurance claims on behalf of the patient, but, as a courtesy may file primary, secondary and supplemental insurances for the patient. The EMS Billing Office shall also make all efforts to provide the Patient with clarification of medical billing regulations as they relate to their insurance company(ies). This assistance in no way relieves the patient of any obligation to repay EMS for services rendered, or seek reimbursement from insurance sources. We are not a participating provider with any insurance company other than Traditional Medicare Part B, and the Florida/Alabama Medicaid Programs Due to regulations imposed by the Centers for Medicare and Medicaid Services (CMS), we are required to accept Mandatory Assignment from these payers. Accepting assignment stipulates we will take a Contractual Allowance based upon what these insurance

companies will allow for ambulance services. Even though we accept assignment for Medicare/Medicaid claims, there are situations in which we bill the patient for the full charges. Those situations include services, which are non-covered by Medicare/Medicaid and for transports in which Medicare/Medicaid determines that the patient could have been safely transported by other means (not medically necessary denials). Claims denied by Medicare/Medicaid, as not medically necessary will be reviewed by appointed billing staff to determine medical appropriateness for ambulance transport. If we believe that Medicare/Medicaid denied the claim in error, we will file an appeal to their denial on the patient's behalf. It is the responsibility of the patient to provide all requested documents and actively seek Medicare/Medicaid reimbursement. Once all avenues for payment from Medicare/Medicaid are reasonably exhausted the account becomes a private pay obligation billing to the patient. Any time partial payment is received, the patient's account will be placed into a Time Pay schedule, with a $75.00 Time Payment requested from the Patient, if paying by check. If the Patient wishes to set up a Credit Card Time Pay Subscription, the minimal requested amount will be $25.00

4. For accounts with no known insurance to file or the account changes into a private pay status, the responsible party will receive 3 regularly scheduled invoices, one at the time of initial billing followed by two other invoices spaced 28-30 days apart. If no satisfactory arrangements for payment are made within 10 days of the third and last invoice, the account will be turned over to the secondary collection agency for further collection efforts. For accounts exceeding $25.00, the collection agency will notify the three main credit bureaus (TransUnion, Experian, and Equifax) after having the account in house for 90 days and no satisfactory payment arrangements have been made . Assuming no extenuating circumstances exist, the total number of days for in-house processing of a Private Pay account before referral to the collection agency is approximately100 days. At the Division Manager's discretion, the Billing Supervisor may send uninsured Patients to our contracted secondary collection agency, not as a delinquent account referral but as an early-out option for processing, to be stipulated by the existing contract.

5. It is understandable that occasionally a patient or responsible payer will not be able to pay the full amount of the ambulance bill or that portion due after payment is made by a third party due to a financial hardship.

   a. Recognizing that the County and its departments have no current mechanism to determine an individual's income level when billing for services rendered, research and appropriate definitive action on these type accounts will be initiated after an inquiry has been made by the patient or their representative. Inquiries must be directed to the EMS Billing Office indicating their inability to pay due to a financial hardship before the claim has been submitted to the contracted Secondary Collection Agency service. A patient shall submit a Financial Hardship Application for each billed service for which they seek relief.

   b. Upon notification by the patient or their representative declaring that a financial hardship exists, they will be asked to provide, for all members residing at their household, the following information to assist in verifying their household's income status. Such verification must be received by the EMS Billing Office within 45 days from date of initial notification from the patient or representative:

      (1) Verification of current employment/unemployment status.

      (2) Copy(ies) of their latest tax return or W-2(s) for the previous 2 years.

      (3) Any other documentation that would substantiate that a financial hardship exists.

c. Upon receipt of this information, the Billing Supervisor will utilize the U.S. Census Bureau Poverty Threshold data to determine eligibility for write-off of the payment balance for the billed services. If the total verified household income is less than the U.S. Census Bureau's Poverty Threshold, then a financial hardship shall be substantiated and granted.

d. Once verified that a financial hardship exists, the patient or the authorized payer will be notified and the account will be processed for a hardship write-off and payment will no longer be pursued by the County for this date of service.

e. Subsequent accounts for the same patient will be evaluated individually to determine if the financial hardship still exists prior to any definitive action being taken.

f. Although income level will normally be the guideline used in determining financial hardship, additional information can be submitted for consideration and may be used to determine that a financial hardship does exist and consideration may be given for forgiving the bill in question.

6. The Collection Agency will make a diligent effort to collect the accounts in accordance with the written agreement/contract with the Escambia County Board of County Commissioners and is authorized/delineated by corresponding federal and state law. Once an account is identified as uncollectible by the collection agency, it will remain at the Collection Agency while their contract with the County is in effect.

7. Accounts worked by the Collection Agency for a period of not less than 120 days from the referral date, that are identified as uncollectible will be provided in a quarterly report to the Clerk of the Circuit Courts office for compilation and presentation to the Board for review and final disposition as bad debt write-off.

8. Upon approval by the Board of County Commissioners to write-off the recommended accounts, appropriate action will be taken by the EMS Billing Office to adjust these accounts and remove them from the accounts receivable balances. This Bad Debt Write-Off process is an administrative accounting practice and does not release the patient of their financial obligation to the County.

C. APPLICABILITY:

This Policy applies to all Escambia County employees involved in the billing and processing of ambulance bills under the leadership of the Public Safety Department Director and County Administrator and auspices of the Board of County Commissioners. This Policy becomes effective on November 18, 2011, and remains in effect until superseded or canceled.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1721 **County Administrator's Report Item #: 14. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements, to Panhandle Grading & Paving, Inc., for a total amount of $2,234,240.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0105]

BACKGROUND:

Bids were received from 4 contractors on October 27, 2011. Panhandle Grading & Paving, Inc. being the lowest Responsive and Responsible bidder received.

The CR 297-A Widening & Drainage Improvements Project will consist of the construction for roadway widening, new shoulders, turn lanes and drainage improvements throughout the project area located within District 5. The drainage system will consist of grassed and concrete swales, ditch inlets and piping, and driveway culverts to alleviate existing drainage problems along the project area. The project will additionally consist of the replacement of an existing 8" CA ECUA water main. The improvements will take place along CR 297-A, from Pine Forest Road to Sandicrest Drive and on Pine Cone Road from CR 297-A to Nine Mile Road located in Pensacola, Florida. The improvements will be constructed within existing Escambia County's rights-of-way.

The proposed drainage improvements will consist of approximately 2.5 miles of roadway paving and drainage improvements including milling, overlay, widening, turn lanes, tapers, shoulder construction, grassed and concrete swales, ditch inlets and piping, driveway culverts, and miscellaneous flumes and structures on CR 297-A and Pine Cone Road.

The proposed replacement of existing water mains will include: approximately 3000-lf of 12" PVC pipe and miscellaneous appurtenances. The installation of valves, fittings, fire hydrants, transferring of existing water services, and all other incidental work are include in this project.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0105

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements BID # PD 10-11.078**								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 10/27/2011 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	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	Bid Total
APAC Mid-South, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$3,414,503.00
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,465,751.40
Panhandle Grading & Paving, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,234,240.50
BIDS OPENED BY:	Bob Dennis, Purchasing Specialist DATE: 10/27/2011								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 10/27/2011								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 10/27/2011								

CAR **BOCC**
DATE 11/17/2011 **DATE** 11/17/2011

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Unit Price Contract to Panhandle Grading and Paving, Inc. for the above referenced project in a total amount of $2,234,240.50.

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 @ 11:05 a.m. CDT on 11/01/2011

BD/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1717 **County Administrator's Report Item #: 14. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Surplus and Sale of Real Property
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at Lepley Road North - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at Lepley Road North:

A. Declare surplus the Board's real property, Account Number 03-0504-050, Reference Number 23-1S-30-1201-002-083;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of $2,805, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

BACKGROUND:

Escambia County acquired this property through a quitclaim deed from the Florida Department of Transportation on September 12, 1983. This parcel once consisted of two (2) separate tracts. They were located across from one another with Interstate 10 separating them. In 2009, the property accounts were split-up into individual properties. The price difference is because the 2011 Property Appraiser's Assessed Value is presently higher than when the property was made available in 2009. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

Lepley Rd North backup

Back

Source: Escambia County Property Appraiser Restore Full Page Version

General Information	
Reference:	231S301201002083
Account:	030504050
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	Lepley Road North
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

2011 Certified Roll Assessment	
Improvements:	$0
Land:	$5,130
Total:	$5,130
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1983	1809	550	$100	QC	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2011 Certified Roll Exemptions

COUNTY OWNED

Legal Description

THAT PORTION OF LT 83 LYING N OF INTERSTATE 10 (ST RD #8) 300 FT R/W S/D OF PLAT DB 128 P 541 DOCKET BK 37 P 268...

Extra Features

None

Parcel Information Restore Map **Get Map Image** **Launch Interactive Map**

Section Map Id:
23-1S-30-2

Approx. Acreage:
0.2700

Zoned:
R-5

1201-1-79
1201-2-82
LEPLEY RD
204.7
32.5
1201-2-83
110
INTERSTATE 10

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
231S301201002083 - Full Legal Description

THAT PORTION OF LT 83 LYING N OF INTERSTATE 10 (ST RD #8) 300 FT R/W S/D OF PLAT DB 128 P 541 DOCKET BK 37 P 268 OR 1809 P 550

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: 23-1S-30-1201-002-083
Account: 03-0504-050
Section Map: 23-1S-30-2
Situs:
Subdivision:
NATIONAL LAND SALES COMPANY DB 128 P 541
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COM
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 7/1983, $100
Property Use: COUNTY OWNED
Approx. Acreage: 0.2700
Building Count: 0
Total Heated Area: 0
Zoned: R-5

☐ **Include radius in selection (5280 ft max)**
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr
☐ Auto Select Lookup Results
Search
Ex: 012N334444555666

COUNTY : Escambia
SECTION : 4826-401
STATE ROAD : (I-10)
PARCEL NO. : 78 & 81

QUITCLAIM DEED

THIS INDENTURE, made this 25TH day of July, 1983, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Grantor", and The Board of County Commissioners, Escambia County, P. O. Box 1591, Pensacola, Florida 32597 hereinafter called "Grantee".

WITNESSETH

WHEREAS, the hereinafter described land was acquired by Grantor for use as right of way for a state road on the state highway system, and

WHEREAS, said road has been classified as part of the public road system over which Grantee has jurisdiction and the Secretary of Transportation has approved transfer of legal title to Grantee as authorized by Section 337.25(5) Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise, release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens or encumbrances of any nature whatsoever which the Grantor hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its Director of Administration, and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence as witnesses:

Cynthia Powell

Helen Sullivan

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Director of Administration

Attest: _____
Executive Secretary

STATE OF FLORIDA)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, this day personally appeared Alyssa L. Newman BRUCE GORDON and ~~CYNTHIA POWELL~~, Director of Administration and Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 25th day of July, 1993.

(NOTARIAL SEAL)

_____
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Jan. 11, 1994
Bonded by American Fire & Casualty Company

Approved as to form and legality.
State of Florida Department
of Transportation.

_____
Attorney

This instrument prepared by:
Dallas Gray

Exhibit "A"

SECTION 4826-401
STATE ROAD 8(I-10)
COUNTY Escambia

DESCRIPTION OF PROPERTY TO BE QUIT CLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA (BEING PARTS OF S.R.D. NO.'S 78 AND 81)

(A) That part of:

Lot 40 of a Subdivision of Sec. 23, T-1-S, R-30-W as per plat recorded in Deed Book 128, Page 541 of the Public Records of Escambia County, Florida;

lying Southeasterly of the Southeasterly right of way line of an access road and lying Northeasterly of the Northeasterly Limited Access Line of State Road 8(I-10), said lines being described as follows: Commence on the West line of Section 23, Township 1 South, Range 30 West at a point 2390.56 feet South 1°36'10" West of the Northwest corner of said Section 23; thence run South 58°28'50" East 3560.32 feet; thence North 31°31'10" East 240 feet to the POINT OF BEGINNING of said Southeasterly right of way line to be described herein; thence South 31°31'10" West 90 feet to the end of said right of way line and the POINT OF BEGINNING of Limited Access line to be described herein; thence South 58°28'50" East 500 feet to the end of Limited Access Line herein described;

Containing 0.446 of an acre, more or less.

Reserving unto the State of Florida Department of Transportation all rights of ingress, egress, light, air and view between the above described property and State Road 8(I-10) along the above described Limited Access Line.

(B) That part of:

Lot 40 of a Subdivision of Sec. 23, T-1-S, R-30-W as per plat recorded in Deed Book 128, Page 541 of the Public Records of Escambia County, Florida;

lying Southeasterly of the Southeasterly right of way line of an access road and Southeasterly of the Southeasterly Limited Access Line of State Road 8(I-10), said lines being described as follows: Commence on the West line of Section 23, Township 1 South, Range 30 West at a point 2390.56 feet South 1°36'10" West of the Northwest corner of said Section 23; thence run South 58°28'50" East 3260.32 feet; thence South 31°31'10" West 290 feet to the POINT OF BEGINNING of said right of way line to be described herein; thence North 31°31'10" East 140 feet to the end of said right of way line and the POINT OF BEGINNING of Limited Access Line to be described herein; thence South 58°28'50" East 500 feet to the end of Limited Access Line herein described;

Containing 0.554 of an acre, more or less.

Reserving unto the State of Florida Department of Transportation all rights of ingress, egress, light, air and view between the above described property and State Road 8(I-10) along the above described Limited Access Line.

(C) That part of:

Lot 83 of a Subdivision of Sec. 23, T-1-S, R-30-W as per plat recorded in Deed Book 128, Page 541 of the Public Records of Escambia County, Florida;

lying Northeasterly of the Northeasterly right of way line of an access road and Northeasterly of the Northeasterly Limited Access Line of State Road 8(I-10), said lines being described as follows: Commence on the West line of Section 23, Township 1 South, Range 30 West at a point 2390.56 feet South 1°36'10" West of the Northwest corner of said Section 23; thence run South 58°28'50" East 2950.32 feet; thence North 31°31'10" East 260 feet to the POINT OF BEGINNING of said right of way line to be described herein; thence South 31°31'10" West 110 feet to the end of said right of way line and the POINT OF BEGINNING of said Limited Access Line to be described herein; thence North 58°28'50" West 300 feet to the end of Limited Access Line herein described;

Containing 0.268 of an acre, more or less.

Reserving unto the State of Florida Department of Transportation all rights of ingress, egress, light, air and view between the above described property and State Road 8(I-10) along the above described Limited Access Line.

(D) That part of:

Lot 83 of a Subdivision of Sec. 23, T-1-S, R-30-W as per plat recorded in Deed Book 128, Page 541 of the Public Records of Escambia County, Florida;

lying Northeasterly and Southeasterly of the right of way line of an access road, said right of way line being described as follows: Commence on the West line of Section 23, Township 1 South, Range 30 West at a point 2390.56 feet South 1°36'10" West of the Northwest corner of said Section 23; thence run South 58°28'50" East 2760.32 feet; thence South 31°31'10" West 230 feet to the POINT OF BEGINNING of right of way line to be described herein; thence North 31°31'10" East 50 feet; thence North 58°28'50" West 500 feet to the end of right of way line herein described;

Containing 0.695 of an acre, more or less.

"Subject to all utilities remaining in place or in use."

THIS INSTRUMENT PREPARED BY
P. R. MINER
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CHIPLEY, FLORIDA
DESCRIPTION APPROVED: 06-08-83

THIS INSTRUMENT WAS APPROVED BY:
JAMES J. FRONSOE
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA
DESCRIPTION APPROVED:

TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia County, Florida at the meeting of the Board of Commissioners of Escambia County, Florida, this 23rd day of August, A.D., 1983.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
By:
Chairman

THE FILED ESCAMBIA CO. FLA.
SEP 12 11 13 AM '83

2359177

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1705 **County Administrator's Report Item #: 14. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Authorize Foreclosure on Property Located at 413 Rue De Rocheblave
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 413 Rue De Rocheblave - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure on real property located at 413 Rue De Rocheblave, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002, due to the following Liens: 2006 Code Enforcement Lien, in the amount of $158,022.24, recorded in Official Records Book 5887, at Page 1743; and 2010 Nuisance Abatement Lien, in the amount of $372.99, recorded in Official Records Book 6629, at Page 1813, of the Public Records of Escambia County, Florida. There is also a pending 2011 Nuisance Abatement Lien. The current assessed value is $16,720.

BACKGROUND:

The property located at 413 Rue De Rocheblave was the subject of a 2006 Code Enforcement action. The Code Enforcement violation consisted of trash, debris, overgrowth, and removal of a dilapidated structure. The 2010 Nuisance Abatement Lien consisted of vegetation that is over 12 inches tall. The pending Nuisance Abatement on this property consists of nuisance conditions and overgrowth. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

413 Rue De Rocheblave foreclosure backup

Back

Source: Escambia County Property Appraiser Restore Full Page Version

General Information	
Reference:	512S306040008002
Account:	081579000
Owners:	HINTON WILLIAM B & SHARI
Mail:	7680 W HIGHWAY 98 APT 69 PENSACOLA, FL 32506
Situs:	413 RUE DE ROCHEBLAVE 32507
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:	$16,720
Total:	$16,720
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1999	4371	786	$100	QC	View Instr
02/1999	4371	784	$9,500	QC	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2011 Certified Roll Exemptions

None

Legal Description

80 FT N & S BY 200 FT E & W 402 FT 6 IN S OF NE COR OF LT 2 MARY JACKSON PLAN PLAT DB 0 P 455...

Extra Features

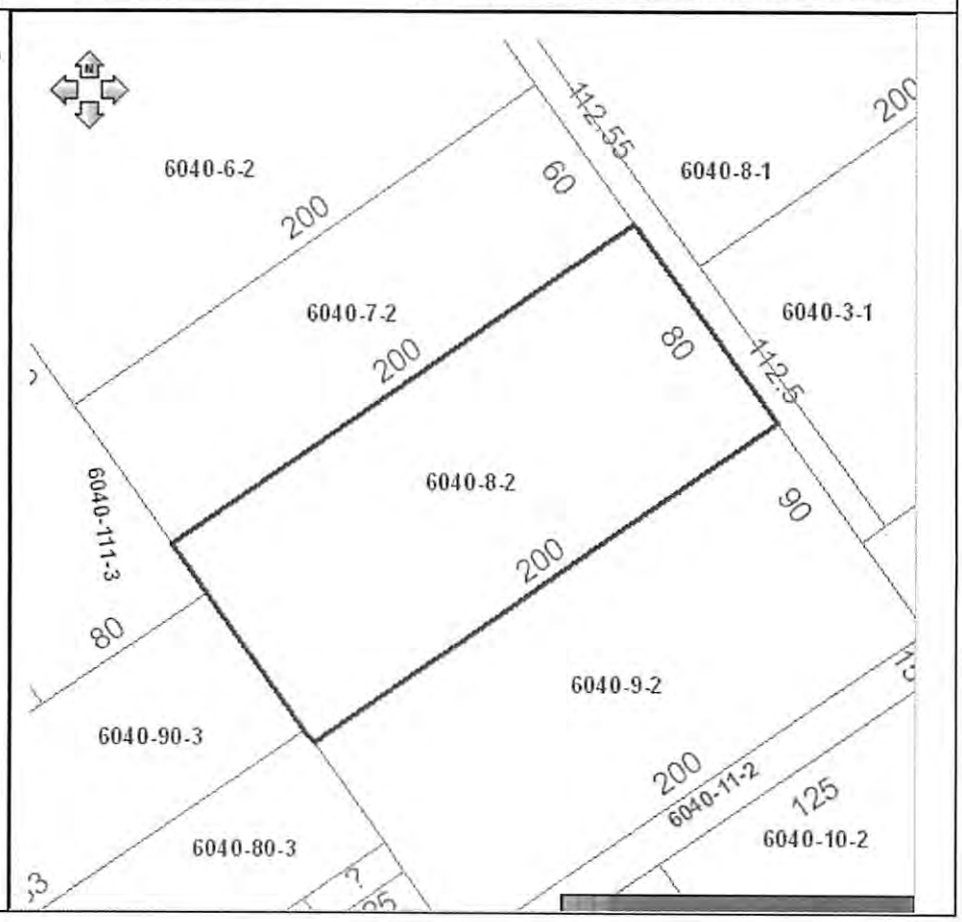
None

Parcel Information Restore Map **Get Map Image** **Launch Interactive Map**

Section Map Id:
CA211

Approx. Acreage:
0.3900

Zoned:
R-1



Buildings

Images

04/28/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
512S306040008002 - Full Legal Description

80 FT N & S BY 200 FT E & W 402 FT 6 IN S OF NE COR OF LT 2 MARY JACKSON PLAN PLAT DB 0 P 455 OR 4371 P 782/784/786 CA 211

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.

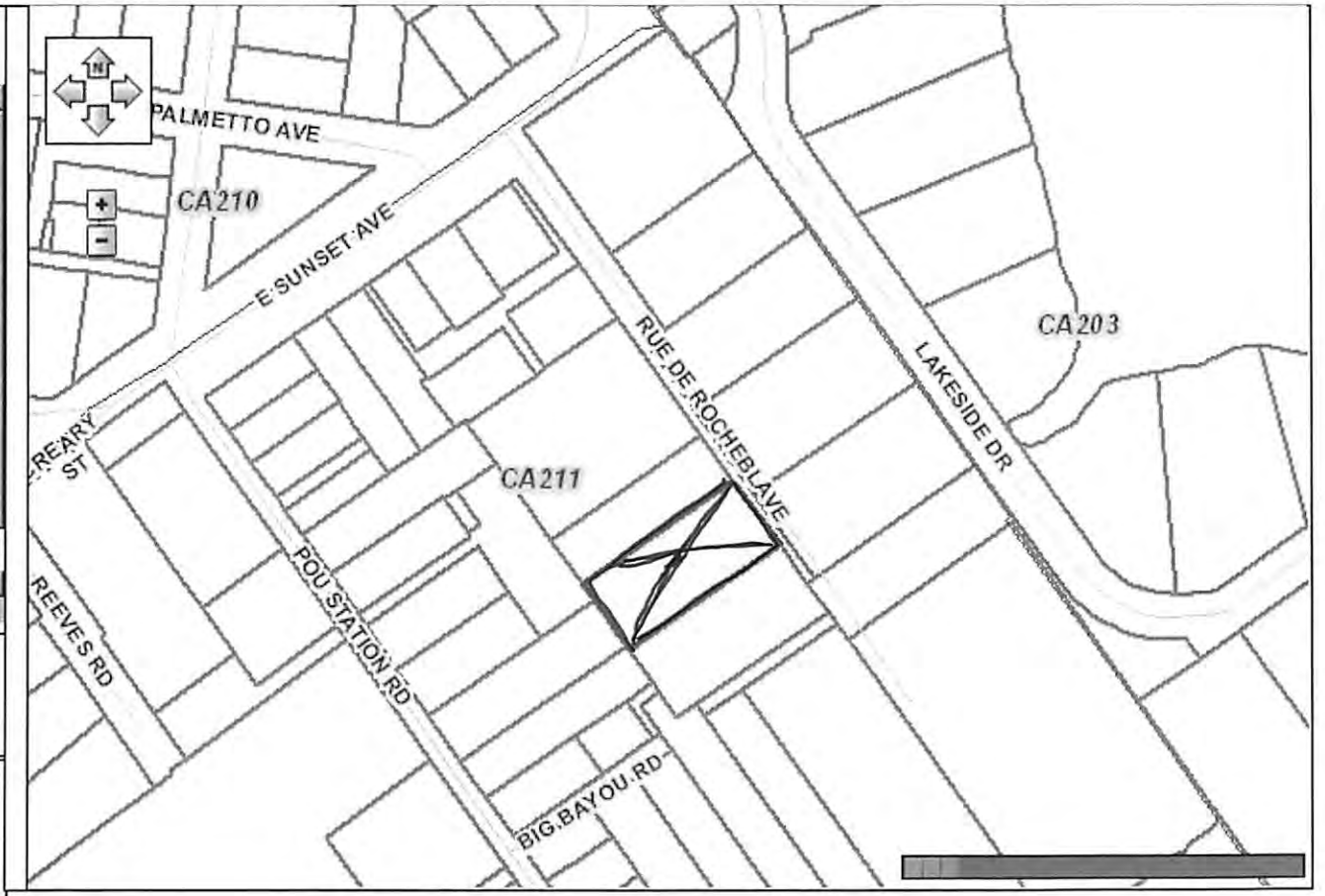
Print Tool Copy Map Image

☑ Use numeric selection labels **Record Search**
Download Selection Data (1 row)

Reference: 51-2S-30-6040-008-002
Account: 08-1579-000
Section Map: CA211
Situs: 413 RUE DE ROCHEBLAVE
Subdivision:
MARY JACKSON PLAN PLAT DB 0 P 455
Owner: HINTON WILLIAM B & SHARI
Mailing Address:
7680 W HIGHWAY 98 APT 69
PENSACOLA, FL 32506
Last Sale: 2/1999, $100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.3900
Building Count: 0
Total Heated Area: 0
Zoned: R-1

☐ **Include radius in selection (5280 ft max)**
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr
☐ Auto Select Lookup Results
Search
Ex: 012N334444555666



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 5887 Page: 1743 View Image

Start Date 05/08/2006 Court Cost 1,100.00

Reimbursement Recording Fee Order 44 Reimbursement Recording Fee Lien 44.00

Amended Order ☐ Copies 7 Certified Abatement Costs 6,353.24

Fine Per Day $150.00 Date Of Payoff 02/04/2009

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
150	1003	$150,450.00	$1,100.00	$95.00	$10.00	$7.00	$7.00	$6,353.24	$158,022.24

Recorded in Public Records 04/20/2006 at 01:27 PM OR Book 5887 Page 1743, Instrument #2006039718, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 04/20/2006 at 01:22 PM OR Book 5887 Page 1720, Instrument #2006039714, 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.: 05-11-0144
Location: 413 Rue De Rocheblave
PR# 512S30-6040-008-002

William B & Shari Hinton
1517 Lloyd Street
Pensacola, FL 32503

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 Code of Ordinances Sec 30-203(a)(5)(c)(e) LDC 7.07.06 (c) has occurred and continues.

CLERK OF CIRCUIT COURT ★ ESCAMBIA COUNTY, FLORIDA ★

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: Rebecca Moore D.C.
Date: 4-20-06

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: William Hunter and Shari Hunter shall have until May 8, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Abatement of trash + debris overgrowth + removal or abatement of deteriorated structure

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 150.00 per day, commencing May 8, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental 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 $ 100.00 are hereby awarded in favor of Escambia County as the prevailing party against William Hunter and Shari Hunter

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.

BK: 5887 PG: 1722 Last Page

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

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 18th day of April, 2006.

Robert O Beasley
Special Magistrate,
Office of Environmental Enforcement

lien 2

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

2008 NUISANCE ABATEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
Clerk Of The Circuit Court

County Courthouse Bldg.
223 Palafox Place, Room 103
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien 08/19/2010

Recording Fee $18.50 (options: $6.00, $10.50, $15.00, $18.50)

Official Records Book: 6629 Page: 1813 View Image

Foreclosure ☒

Original Principal $325.00 Date Of Payoff 10/31/2010

Submit Reset Clear

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$325	43	$5.49	$18.50	$10.00	$7.00	$7.00	$372.99

Recorded in Public Records 08/30/2010 at 01:50 PM OR Book 6629 Page 1813, Instrument #2010056394, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE091107601

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by William B and Shari Hinton located at 413 Rue De Rocheblave and more particularly described as:

PR# 512S306040008002

80 FT N & S BY 200 FT E & W 402 FT 6 IN S OF NE COR OF LT 2 MARY JACKSON PLAN PLAT DB 0 P 455 OR 4371 P 782/784/786 CA 211

A field investigation by the Office of Environmental Enforcement was conducted on March 24, 2010 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$325.00
Administrative costs	$ 18.50
Total	$343.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 19th day of August 2010 by the Interim County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness _____
Print Name Tonya Green

Witness _____
Print Name Susan Hendrix

ESCAMBIA COUNTY, FLORIDA

_____
By: Larry M Newsom,
Interim County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2010, by Larry M Newsom, as Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or (_) has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

_____
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

Recorded in Public Records 10/03/2011 at 04:20 PM OR Book 6770 Page 428, Instrument #2011068914, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

lien 3

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE101006189

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by William B and Shari Hinton located at 413 Rue De Rocheblave and more particularly described as:

PR# 512S306040008002

80 FT N & S BY 200 FT E & W 402 FT 6 IN S OF NE COR OF LT 2 MARY JACKSON PLAN PLAT DB 0 P 455 OR 4371 P 782/784/786 CA 211

A field investigation by the Office of Environmental Enforcement was conducted on June 9, 2011 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$360.00
Administrative costs	$250.00
Total	$610.00

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 16th day of September 2011 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Angela Crabby
Print Name Angela Crabby

Witness Susan Hendrix
Print Name ~~Susan Hendrix~~

ESCAMBIA COUNTY, FLORIDA

Charles R. Oliver 9/16/11

By: Charles R. "Randy" Oliver,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of September, 2011, by Charles R. "Randy" Oliver, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or ( ) has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

China Cheryl Lively
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1704 **County Administrator's Report Item #: 14. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Resolution to Cancel Taxes
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a Resolution to cancel taxes on property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001, recently acquired by the County:

A. Adopt the Resolution to cancel taxes from 2005 thru 2011 on property; total tax amount for parcel located at 540 Gulf Beach Highway is $2,292 06. This property is scheduled to be used for Public Work's Bayou Grande Master Drainage Plan [Improvement E2] as well as a major drainage way for a 150-acre basin including several County roads; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

BACKGROUND:

This property was approved for acquisition by the Board on September 1, 2011, and was part of the Tax Deed Application List submitted for Board approval on February 17, 2011. These parcels have been designated for Public Work's Bayou Grande Master Drainage Plan [Improvement E2] as well as a major drainage way for a 150-acre basin including several County roads.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the attached Resolution and approved as to form and legal sufficiency.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Florida Statute Sections 196.28, and 197.502(7).

IMPLEMENTATION/COORDINATION:

Working with Public Works Department.

Attachments

540 Gulf Beach Hwy-Cancel taxes backup

Resolution R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES AND TAX CERTIFICATES ON A PARCEL OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the property described in the Tax Deed recorded in Official Record Book 6770 at page 1919 of the public records of Escambia County was acquired by Escambia County and will be used for the Bayou Grande Master Drainage Plan; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account Nos. 08-1763-000), and the County accepted the property subject to taxes and tax certificates for the current and previous years;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The following taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 08-1763-000

Taxes for 2011	$180.90
Taxes for 2010	$185.67
Taxes for 2009 (Cert. 2010-5267)	$272.23
Taxes for 2008 (Cert. 2009-5014)	$274.56
Taxes for 2007 (Cert. 2008-4010)	$645.23
Taxes for 2006 (Cert. 2007-3273)	$445.98
Taxes for 2005 (Cert. 2006-4252)	$287.49

Section 3. Upon receipt of a certified copy of this resolution, the *proper* officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date Oct. 28, 2011

Back

Source: Escambia County Property Appraiser

Restore Full Page Version

General Information	
Reference:	502S306062010001
Account:	081763000
Owners:	TOLBERT WILLIE LEE EST OF
Mail:	C/O LENA CROMARTIE 2912 HILLSIDE AVE CHEVERLY, MD 20785
Situs:	540 Gulf Beach Hwy.
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:	$10,944
Total:	$10,944
Save Our Homes:	$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

2011 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF JONAS BROWN S/D N 27 DEG 58 MIN W 522 FT 8 IN N 41 DEG W TO NE COR OF BLK 5 JONAS BROWN...

Extra Features

None

Parcel Information

Restore Map

Get Map Image

Launch Interactive Map

Section Map Id:
CA219

Approx. Acreage:
1.9200

Zoned:
C-1
R-2

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
502S306062010001 - Full Legal Description

BEG AT SE COR OF JONAS BROWN S/D N 27 DEG 58 MIN W 522 FT 8 IN N 41 DEG W TO NE COR OF BLK 5 JONAS BROWN S/D N 86 DEG 58 MIN E 305 FT S AT RT ANGLES TO NW COR OF DURSCHLAGS S/D PB 1 P 44 CONTINUE S ALG W LI OF SAID S/D TO N LI OF GULF BEACH H/W TO BEG BLK 1 UNRECORDED PLAT OF E ADDN DB 190 P 635 S/D PLAT DB 109 P 459 LESS OR 3154 P 539 ST RD 292 R/W CA 219

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.

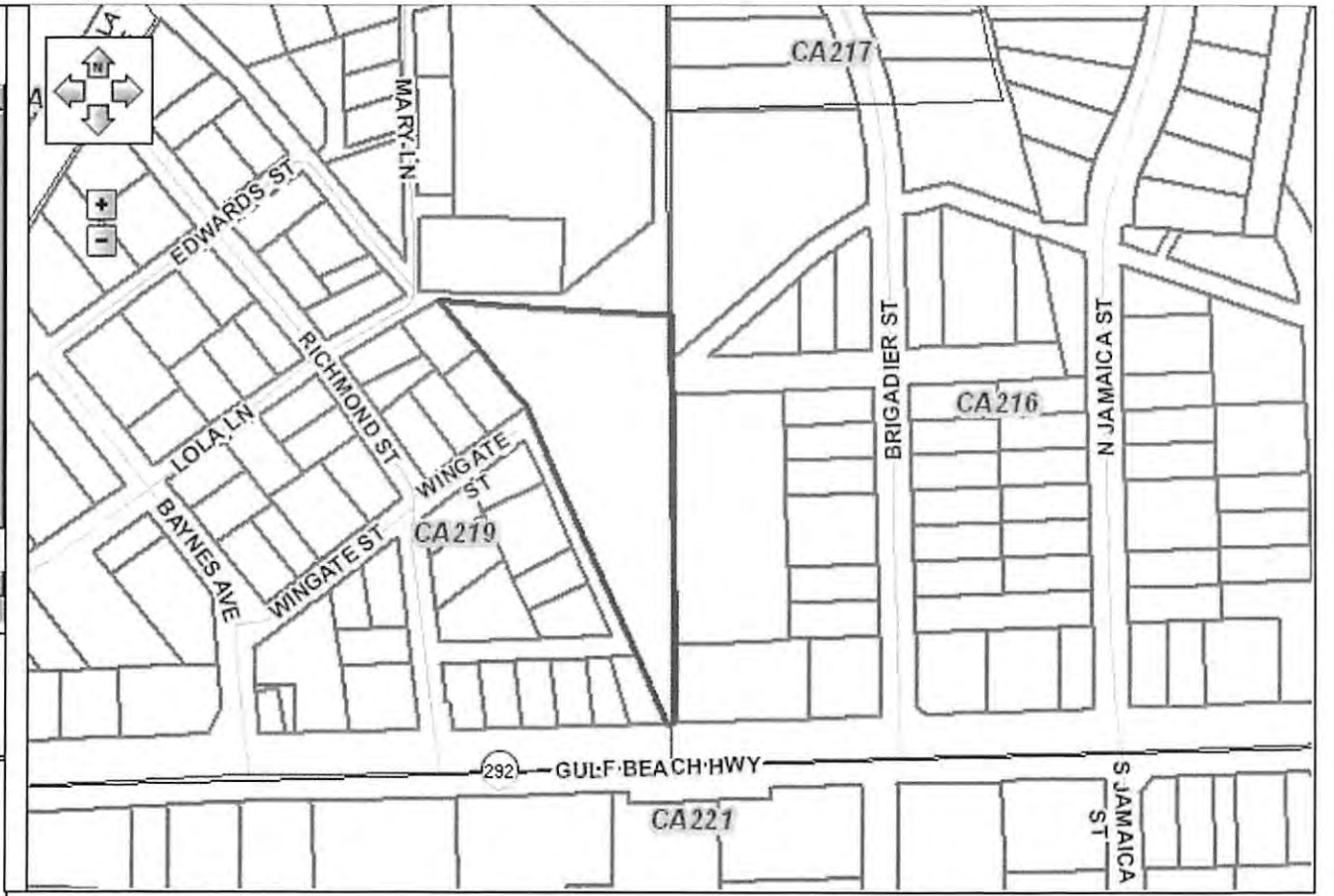
Print Tool Copy Map Image

☑ Use numeric selection labels **Record Search**
Download Selection Data (1 row)

Reference: 50-2S-30-6062-010-001
Account: 08-1763-000
Section Map: CA219
Situs:
Owner: TOLBERT WILLIE LEE EST OF
Mailing Address:
C/O LENA CROMARTIE
2912 HILLSIDE AVE
CHEVERLY, MD 20785
Last Sale: n/a, $0
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.9200
Building Count: 0
Total Heated Area: 0
Zoned: C-1;R-2

☐ **Include radius in selection (5280 ft max)**
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr
☐ Auto Select Lookup Results
Search
Ex: 012N334444555666



COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-14. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 14, as follows, with the exception of Items 10 through 13, which were held for separate votes:

1. Adopting the Resolution *(R2011-131)* approving Supplemental Budget Amendment #278, General Fund (001), in the amount of $16,918, to recognize off-duty officer employment expense reimbursements and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

2. Adopting the Resolution *(R2011-132)* approving Supplemental Budget Amendment #281, Internal Service Fund (501), in the amount of $350,000, to recognize an increase in the Fuel Revenue Budget and to appropriate these funds for fuel usage for County vehicles, due to the increased fuel costs for Fiscal Year 2010-2011.

3. Awarding a Lump Sum Contract, PD 10-11.068, "Main Jail Kitchen AHU's Replacement," for the Base Bid and Alternate Item 1, only, to The Wright Co., for a total amount of $134,250 (Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401).

4. Taking the following action regarding the acquisition of real property for Public Work's Bayou Grande Master Drainage Plan (Improvement E2), as well as a major drainage way for a 150-acre basin including several County roads (property will be purchased with resources from Fund 181, Master Drainage Basin VIII, Account 210726, Object Code 56101):

   A. Authorizing the purchase of real property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001; and

   B. Approving the Tax Deed purchase price of $1,663.59 for the 540 Gulf Beach Highway property.

The 2011 Florida Statutes

196.28 Cancellation of delinquent taxes upon lands used for road purposes, etc.—

(1) The board of county commissioners of each county of the state be and it is hereby given full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands, heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation or other public use; and said lands shall be exempt from county taxation so long as the same are used for such public purpose.

(2) Such cancellation shall be by resolution of the board of county commissioners, duly adopted and entered upon its minutes, properly describing such lands, and setting forth the public use to which the same are, or will be, devoted. Upon receipt of a certified copy of such resolution, the proper officials of the county, and of the state, are hereby authorized, empowered and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of this section, and to make the same effective, this section being their authority so to do.

History.—ss. 1, 2, ch. 22845, 1945; ss. 1, 2, ch. 69-55.

Note.—Former s. 192.59.

The 2011 Florida Statutes

197.502 Application for obtaining tax deed by holder of tax sale certificate; fees.—

(1) The holder of a tax certificate at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the cancellation of the certificate, may file the certificate and an application for a tax deed with the tax collector of the county where the property described in the certificate is located. The tax collector may charge a tax deed application fee of $75.

(2) A certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the property.

(3) The county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at $5,000 or more on the property appraiser's most recent assessment roll, except deferred payment tax certificates, and may apply for tax deeds on certificates on property valued at less than $5,000 on the property appraiser's most recent assessment roll. The application shall be made 2 years after April 1 of the year of issuance of the certificates or as soon thereafter as is reasonable. Upon application, the county shall deposit with the tax collector all applicable costs and fees as provided in subsection (1), but may not deposit any money to cover the redemption of other outstanding certificates covering the property.

(4) The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a) Any legal titleholder of record if the address of the owner appears on the record of conveyance of the property to the owner. However, if the legal titleholder of record is the same as the *person* to whom the property was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b) Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c) Any mortgagee of record if an address appears on the recorded mortgage.

(d) Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. 197.344(1)(c).

(e) Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector.

(f) Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g) Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h) Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, if the property described is submerged land or common elements of a subdivision and if the address of the titleholder of contiguous property appears on the record of conveyance of the property to the legal titleholder. However, if the legal titleholder of property contiguous to the property is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereignty lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector or the tax collector's designee. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a) The tax collector may contract with a title company or an abstract company to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1. The ownership and encumbrance report must include the letterhead of the person, firm, or company that makes the search, and the signature of the individual who makes the search or of an officer of the firm. The tax collector is not liable for payment to the firm unless these requirements are met. The report may be submitted to the tax collector in an electronic format.

2. The tax collector may not accept or pay for any title search or abstract if financial responsibility is not assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3. In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector must ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b) Any fee paid for a title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c) The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as provided in s. 28.24.

(6) The opening bid:

(a) On county-held certificates on nonhomestead property shall be the sum of the value of all

outstanding certificates against the property, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) On an individual certificate must include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant, plus all tax certificates that were sold subsequent to the filing of the tax deed application and omitted taxes, if any.

(c) On property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead.

(7) On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the property that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. If the county does not elect to purchase the property, the county must notify each legal titleholder of property contiguous to the property available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

(8) Taxes may not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a) When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b) The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9) Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. 197.552, for each parcel of property shown on the tax certificate.

(10) Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11) For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. 197.447, cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not

transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372; s. 49, ch. 2011-151.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1725 **County Administrator's Report Item #: 14. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Contract Award for Design Services for Kingsfield Road Extension
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for Kingsfield Road Extension - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Hatch Mott MacDonald Florida, LLC, per PD 10-11.061, Design Services for Kingsfield Road Extension, in the amount of $292,853.65, equaling 30% of the Project cost and reserve the right to proceed with the remaining 70% of the Project, subject to an appropriation of funding and approval by the Board of County Commissioners.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 565301, Project Number 11EN1405]

BACKGROUND:

Request for Letters of Interest, PD 10-11.061, Design Services for Kingsfield Road Extension were publicly noticed on
Monday, June 27, 2011 to 128 known firms. Responses were received from 8 firms on Tuesday, July 12, 2011.

BUDGETARY IMPACT:

[Funding: Fund 352, “LOST III”, Cost Center 210107, Object Code 56301, Project Number 11EN1405]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services) with modifications made by Legal Department as evidenced on signature page of agreement.

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

Agreement with Attachments

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Hatch Mott MacDonald Florida, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(01/08/09)

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AGREEMENT FOR DESIGN SERVICES PD 10-11.061

THIS AGREEMENT is made and entered into this 17th day of November, 2011, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 5111 N. 12th Ave., Pensacola, Florida 32504, and whose Federal tax identification number is 06-1919205 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Hatch Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Liz Bush, Project Coordinator, Public Works / Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 10-11.061, Design Services for Kingsfield Road Extension.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 2011-12 in the amount of Two Hundred Ninety Two Thousand Eight Hundred Fifty Three Dollars and Sixty Five Cents ($292,853.65) equaling 30% of the Project cost and reserve the right to proceed with the remaining 70% of the Project subject to an appropriation of funding and approval by the Board of County Commissioners.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 10-11.061, Design Services for Kingsfield Road Extension, and as represented in the Consultant's Letter of Interest response to PD 10-11.061, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant shall be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $6,000,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Ninety Two Thousand Eight Hundred Fifty Three Dollars and Sixty Five Cents ($292,853.65) equaling 30% of the Project cost. County shall reserve the right to proceed with the remaining 70% of the Project subject to an appropriation of funding and approval by the Board of County Commissioners. Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant

agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a 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.

(c) Payments and Notices to the Consultant shall be made to:

Charles Baxley, PE
5111 N. 12th Ave.
Pensacola, Florida 32504

(d) Invoices to the County shall be sent to:

Liz Bush
Public Works / Engineering

Notices to the County shall be sent to:

Charles R. "Randy" Oliver
County Administrator

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant 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 Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

(a) HOLD HARMLESS: The Consultant agrees to hold 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 costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or 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 Consultant's negligent 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 Consultant, or by any other person for whom the Consultant is legally liable.

(b) INDEMNIFICATION: The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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 Consultant 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 as described in the Hold Harmless paragraph. 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.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with 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 Consultant, as defined in Section 1.2, 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) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant 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 Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.21 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hatch Mott MacDonald Florida, LLC, signing by and through its Executive Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Charles R. "Randy" Oliver, County Administrator

_____
Witness

Date: _____

BCC Approved: 11/17/2011

This document approved as to form and legal sufficiency.
By: [signature]
Title: ACA
Date: 11/2/11

CONSULTANT:
Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

By: _____
Charles Baxley, PE, Executive Vice President

Date: _____

Exhibit “A”

Project Understanding / Approach / Scope Clarification

ESCAMBIA COUNTY – Engineering Department

Kingsfield Road Extension

Hatch Mott MacDonald proposes to provide engineering/surveying services and coordinate geotechnical and environmental services to develop preliminary alignments, right of way surveys and final roadway construction plans for the extension of Kingsfield Road in the northern section of Escambia County. This document will serve as clarification to the Scope of Service contained in the County’s PD10-11.061 Design Services for Kingsfield Road Extension RLI.

Phase 1: All items completed prior to Right of way Acquisition (30% plans)

Task 1: Data Collection and Review, Plan Preparation and Permitting
In addition to the items listed in the Scope, HMM will conduct and attend a Residents Workshop prior to development of 30% Plans in order to gain input on the roadway design features of the project from potential affected property owners along the project.

After this Workshop, HMM will address all comments received from residents and coordinate responses with the County. Production on the 30% plans will commence after this meeting.

Survey efforts prior to the 30% plans stage will only include Design Survey of the existing Kingsfield Road portion of the project (approx. 0.5 miles) as well as the necessary verifications of section lines, existing right of way and establishing horizontal and vertical control along the project corridor. The conceptual alignments and 30% plans will be developed based upon GIS contour data for the proposed new portion of Kingsfield Road extension. The Design survey for the remaining new portion of Kingsfield Road and any proposed pond sites will not be surveyed until after the final alignment and right of way has been determined prior to 60% plans.

HMM will develop and analyze three alignments for the proposed Kingsfield Road extension and prepare an Alternative Alignments Evaluation Report for each alignment. This report will provide documentation of estimated impacts to right of way, wetlands, endangered species and estimated costs. After review of the three alignments by the County and the public at a Public Information Meeting, the preferred alignment will be selected to move forward to 30% plans.

After the 30% plans are completed, a Public Information Meeting will be held with residents within 300’ of the proposed roadway being notified and invited.

In addition, a Pond Siting Report will be prepared for the preferred alignment examining up to three separate ponds in each of the three drainage basins on the project. For purposes of our fee estimate, it is assumed that there will be three retention ponds needed for the Kingsfield Road extension, due to the topography and presence of significant wetlands. The PSR will recommend a preferred pond location for each basin. Once a preferred pond site is selected for each basin,

the geotechnical engineering borings and analysis will need to proceed for each pond in order to finalize right of way requirements.

Phase 2: Right of Way Acquisition and 60%, 90% and Final Plans

Once the 30% plans and Pond Siting Report are completed, reviewed and accepted by the County, HMM will then begin the process of providing sketches and legal descriptions for each right of way parcel needed for acquisition for the proposed alignment and pond parcels. Once the right of way has been obtained, HMM will proceed with monumenting the new right of way.

Per discussions with Escambia County, it has been requested that the project be broken down into two segments. Segment 1 will begin at the existing intersection of Kingsfield Rd. and County Road 97 and will end at the 90 degree curve of the existing Kingsfield Rd. Segment 2 will begin at the existing 90 degree curve on Kingsfield Rd. and extend to the proposed connection to Beulah Road. A map depicting the segments and anticipated property owner impacts are attached.

Once the necessary right of way has been obtained, the County will notify HMM to proceed with 60%, 90% and Final Plans production as described in the Scope. Should right of way acquisition be completed in one segment substantially earlier than the other segment, then construction plans and permitting may commence on that segment independent of the remaining segment if feasible and at the County’s direction.

Dependent upon right of way acquisition, HMM will submit for necessary permits after the 90% plans have been reviewed by the County.

Further, there are two significant wetlands crossings that will be impacted with the proposed extension of Kingfield Road. For purposes of the scope of work, it is anticipated that the wetlands can be crossed with fill and drainage culverts, which will be sufficient for hydraulic purposes. It is also anticipated that the Agencies Having Jurisdiction (AHJ) will allow fill and culverts in these wetlands crossings and not require the development of bridges to cross the wetlands. Should these crossings necessitate the need for pile supported bridge culvert, we have included additional geotechnical and structural hours as Phase 3 as shown in the man hours. A Drainage Report will be prepared for the project that will provide detailed hydraulic analysis of the crossings to determine the number and size of culverts required.

Summary of Project Deliverables:

Exhibit “A”

Phase 1 deliverables

Conceptual Plans and Typical Sections for up to three Alternative Alignments
Alternative Analysis Report
Residents Workshop
Public Information Meeting
Design Survey for existing Roadway (prior to 30% plans)
Pond Siting Report
Drainage Report
Geotechnical Report and Recommendations for Ponds, Roadway and Culvert Crossings
30% Construction Plans identifying all right of way acquisition needs
Survey Sketch and Descriptions for R/W Acquisition (estimated at 30 parcels***)***

Phase 2 deliverables

Design Survey for proposed Kingsfield Extension (only after 30% plans and right of way is acquired)
Right of Way Map showing monumentation of acquired right of way
60% Construction Plans and Specifications
90% Construction Plans and Specifications
Permit Application Packages (ACOE, ERP –stormwater and wetlands)
Final signed and sealed Construction Plans and Specifications

Exhibit “B”

This contract has only been approved for 30% design and thus the exact time line has not been established.

Exhibit "C"

Kingsfield Road Roadway Improvements
10/5/2011

Phase 1 Services	$	169,857.00	Lump Sum
Expenses @5%	$	8,492.85	Lump Sum
Subconsultants			
PSI (Geotechnical)			
Basic Geotechnical Services	**$**	**93,595.00**	Lump Sum
Wetland Sciences (Environmental)	**$**	**20,908.80**	Lump Sum
Total Phase 1 Services	**$**	**292,853.65**	Lump Sum
Phase 2 Services	$	204,716.00	
Expenses @5%	$	10,235.80	
ESTIMATED PERMIT FEES	**$**	**7,561.00**	Limiting Amount
Total Phase 2 Services	**$**	**222,512.80**	Lump Sum
Phase 3 Services			
Task 3 - Construction Administration	**$**	**31,022.00**	Limiting Amount
Task 4 - Alt. Structural Design of Pile Supported bridge culvert)	**$**	**15,104.00**	Limiting Amount
Alternate Geotechnical Services (pile supported bridge culvert)	**$**	**37,095.00**	Limiting Amount
Total Phase 3 Services	**$**	**83,221.00**	
Project Grand Total	**$**	**598,587.45**	**Grand Total**

Exhibit "C"

ESCAMBIA COUNTY ROADWAY PROJECT
MANHOUR AND FEE ESTIMATE
Kingsfield Road Roadway Improvements
10/5/2011

	PM ($163/hr)		Engineer(122$/hr)		Technician ($77/hr)		Senior Engineer ($148)		3 person Survey Crew ($150/hr)		PLS ($103/hr)		Total
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	
Phase 1 - Task 1 (a thru e)													
TASK 1 Data Collection and review, Plan Preparation, and Permitting													
Task 1(a) Survey													
Control Survey (verification of sections, existing r/w and establishing horizontal and vertical control along project	0.0	$ -	0.0	$ -	45.0	$ 3,465.00	0.00	$ -	90.0	$ 13,500.00	9.0	$ 999.00	$ 17,964.00
Design Survey for existing W. Kingsfield	0.0	$ -	0.0	$ -	20.0	$ 1,540.00	0.00	$ -	40.0	$ 6,000.00	10.0	$ 1,110.00	$ 8,650.00
Wetland location	0.0	$ -	0.0	$ -	10.0	$ 770.00	0.00	$ -	24.0	$ 3,600.00	2.0	$ 222.00	$ 4,592.00
Legal Descriptions for property acquisition	0.0	$ -	0.0	$ -	90.0	$ 6,930.00	0.00	$ -		$ -	30.0	$ 3,330.00	$ 10,260.00
Monumenting new R/W (includes R/W Mapping)	0.0	$ -	0.0	$ -	45.0	$ 3,465.00	0.00	$ -	60.0	$ 9,000.00	20.0	$ 2,220.00	$ 14,685.00
SubTotal Task 1(a)	**0.0**	**$ -**	**0.0**	**0.0**	**210.0**	**$ 16,170.00**	**0.0**	**$ -**	**214.0**	**$ 32,100.00**	**71.0**	**$ 7,881.00**	**$ 56,151.00**
Task 1(b) Wetland Delineation													
see separate proposal from Wetland Sciences for this scope and fee													
Task 1(c) Wetland Permit Preparation													
Prepare Wetland Resources Permit application	0.0	$ -	4.0	$ 488.00	20.0	$ 1,540.00	0.00	$ -		$ -		$ -	$ 2,028.00
Prepare required attachments	16.0	$ 2,608.00	16.0	$ 1,952.00	20.0	$ 1,540.00	0.00	$ -		$ -		$ -	$ 6,100.00
Prepare required wetland functional assessments (Wetland Sciences)	0.0	$ -	0.0	$ -	0.0	$ -	0.00	$ -		$ -		$ -	$ -
Attend 2 on site meetings	8.0	$ 1,304.00	8.0	$ 976.00	0.0	$ -	0.00	$ -		$ -		$ -	$ 2,280.00
Submit permit application (concurrent with ERP permit in Phase 2)	4.0	$ 652.00	4.0	$ 488.00	0.0	$ -	0.00	$ -		$ -		$ -	$ 1,140.00
SubTotal Task 1(c)	**28.0**	**$ 4,564.00**	**32.0**	**$ 3,904.00**	**40.0**	**$ 3,080.00**	**0.00**	**$ -**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 11,548.00**
Task 1(d) Wetland Mitigation Plan													
see separate proposal from Wetland Sciences for this scope and fee													
Task 1(e) 30% Plans Preparation													
Develop three alternate roadway alignments	20.0	$ 3,260.00	30.0	$ 3,660.00	60.0	$ 4,620.00	10.00	$ 1,480.00		$ -		$ -	$ 13,020.00
Evaluate alternate roadway alignments and provide Alternatives Analysis Report	20.0	$ 3,260.00	40.0	$ 4,880.00	10.0	$ 770.00	10.00	$ 1,480.00		$ -		$ -	$ 10,390.00
Review Stormwater Permitting Requirements and provide Pond Siting Report	20.0	$ 3,260.00	80.0	$ 9,760.00	40.0	$ 3,080.00	10.00	$ 1,480.00		$ -		$ -	$ 17,580.00
Prepare for and attend Residents Workshop	20.0	$ 3,260.00	30.0	$ 3,660.00	40.0	$ 3,080.00	10.00	$ 1,480.00		$ -		$ -	$ 11,480.00
Attend Pre-Application Meeting with Agencies (FDEP/ACOE/NWFWMD)	4.0	$ 652.00	0.0	$ -	0.0	$ -	4.00	$ 592.00		$ -		$ -	$ 1,244.00
Prepare Preliminary Project Specifications	4.0	$ 652.00	16.0	$ 1,952.00	0.0	$ -	8.00	$ 1,184.00		$ -		$ -	$ 3,788.00
Prepare 30% roadway drawings	40.0	$ 6,520.00	80.0	$ 9,760.00	120.0	$ 9,240.00	8.00	$ 1,184.00		$ -		$ -	$ 26,704.00
Utility Coordination Meeting and followup	8.0	$ 1,304.00	8.0	$ 976.00	0.0	$ -		$ -		$ -		$ -	$ 2,280.00
Prepare for and attend Public Involvement Meeting	8.0	$ 1,304.00	26.0	$ 3,172.00	16.0	$ 1,232.00	8.00	$ 1,184.00		$ -		$ -	$ 6,892.00
Assist with Property Acquisition	20.0	$ 3,260.00	20.0	$ 2,440.00	40.0	$ 3,080.00		$ -		$ -		$ -	$ 8,780.00
SubTotal Task 1(e)	**164.0**	**$ 26,732.00**	**330.0**	**$ 40,260.00**	**326.0**	**$ 25,102.00**	**68.0**	**$ 10,064.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 102,158.00**
Sub Total - Phase 1 Services	**192.0**	**$ 31,296.00**	**362.0**	**$ 44,164.00**	**576.0**	**$ 44,352.00**	**68.0**	**$ 10,064.00**	**214.0**	**$ 32,100.00**	**71.0**	**$ 7,881.00**	**$ 169,857.00**

Exhibit "C"

ESCAMBIA COUNTY ROADWAY PROJECT
MANHOUR AND FEE ESTIMATE
Kingsfield Road Roadway Improvements
10/5/2011

	PM ($163/hr)		Engineer(122$/hr)		Technician ($77/hr)		Senior Engineer ($148)		3 person Survey Crew ($150/hr)		PLS ($103/hr)		Total
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	
Phase 2 Services (Tasks 1 (f thru j) and Task 2													
Task 1 (f) Survey - Proposed Route and Ponds Topo													
Design Survey for existing W. Kingsfield and proposed route	0.0	$ -	0.0	$ -	60.0	$ 4,620.00	0.00	$ -	140.0	$ 21,000.00	14.0	$ 1,554.00	$ 27,174.00
Design Survey for pond sites (estimates three pond sites)	0.0	$ -	0.0	$ -	30.0	$ 2,310.00	0.00	$ -	60.0	$ 9,000.00	5.0	$ 555.00	$ 11,865.00
SubTotal Task 1(f)	**0.0**	**$ -**	**0.0**	**$ -**	**90.0**	**$ 6,930.00**	**0.00**	**$ -**	**200.0**	**$ 30,000.00**	**19.0**	**$ 2,109.00**	**$ 39,039.00**
Task 1(g) 60% Plans Preparation													
Respond to 30% plans review comments	10.0	$ 1,630.00	20.0	$ 2,440.00	60.0	$ 4,620.00	5.00	$ 740.00		$ -		$ -	$ 9,430.00
Prepare 60% Roadway Plans and Drainage Calculations	40.0	$ 6,520.00	100.0	$ 12,200.00	140.0	$ 10,780.00	15.00	$ 2,220.00		$ -		$ -	$ 31,720.00
Prepare 60% Project Specifications and Bid Documents	20.0	$ 3,260.00	30.0	$ 3,660.00	0.0	$ -	10.00	$ 1,480.00		$ -		$ -	$ 8,400.00
Prepare 60% Estimate of Cost	10.0	$ 1,630.00	20.0	$ 2,440.00	30.0	$ 2,310.00	5.00	$ 740.00		$ -		$ -	$ 7,120.00
SubTotal Task 1(f)	**80.0**	**$ 13,040.00**	**170.0**	**$ 20,740.00**	**230.0**	**$ 17,710.00**	**35.00**	**$ 5,180.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 56,670.00**
Task 1(h) 90% Plans and Bid Documents													
Respond to 60% plans review comments	10.0	$ 1,630.00	20.0	$ 2,440.00	60.0	$ 4,620.00	10.00	$ 1,480.00		$ -		$ -	$ 10,170.00
Prepare 90% Roadway Plans and Drainage Calculations	40.0	$ 6,520.00	80.0	$ 9,760.00	100.0	$ 7,700.00	15.00	$ 2,220.00		$ -		$ -	$ 26,200.00
Prepare 90% Project Specifications and Bid Documents	20.0	$ 3,260.00	30.0	$ 3,660.00	0.0	$ -	10.00	$ 1,480.00		$ -		$ -	$ 8,400.00
Prepare 90% Estimate of Cost	10.0	$ 1,630.00	20.0	$ 2,440.00	30.0	$ 2,310.00	10.00	$ 1,480.00		$ -		$ -	$ 7,860.00
SubTotal Task 1(h)	**80.0**	**$ 13,040.00**	**150.0**	**$ 18,300.00**	**190.0**	**$ 14,630.00**	**45.00**	**$ 6,660.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 52,630.00**
Task 1(i) Final Plans and Bid Documents													
Respond to 90% plans review comments	10.0	$ 1,630.00	20.0	$ 2,440.00	60.0	$ 4,620.00	10.00	$ 1,480.00		$ -		$ -	$ 10,170.00
Prepare Final Roadway Plans and Drainage Calculations	20.0	$ 3,260.00	80.0	$ 9,760.00	100.0	$ 7,700.00	15.00	$ 2,220.00		$ -		$ -	$ 22,940.00
PrepareFinal Project Specifications and Bid Documents	10.0	$ 1,630.00	10.0	$ 1,220.00	0.0	$ -	5.00	$ 740.00		$ -		$ -	$ 3,590.00
Prepare Final Estimate of Cost	5.0	$ 815.00	10.0	$ 1,220.00	0.0	$ -	5.00	$ 740.00		$ -		$ -	$ 2,775.00
SubTotal Task 1(i)	**45.0**	**$ 7,335.00**	**120.0**	**$ 14,640.00**	**160.0**	**$ 12,320.00**	**35.00**	**$ 5,180.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 39,475.00**
Task 1(j) Environmental Resource Permitting													
Prepare and Submit ERP application and supporting documentation	10.0	$ 1,630.00	15.0	$ 1,830.00	20.0	$ 1,540.00	2.00	$ 296.00		$ -		$ -	$ 5,296.00
Respond to RAI's from Authority Having Jurisdiction	10.0	$ 1,630.00	20.0	$ 2,440.00	10.0	$ 770.00	1.00	$ 148.00		$ -		$ -	$ 4,988.00
Resubmit to AHJ	4.0	$ 652.00	4.0	$ 488.00	0.0	$ -		$ -		$ -		$ -	$ 1,140.00
SubTotal Task 1(j)	**24.0**	**$ 3,912.00**	**39.0**	**$ 4,758.00**	**30.0**	**$ 2,310.00**	**3.00**	**$ 444.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 11,424.00**
Sub Total Task 1 (f thru j)	**229.0**	**$ 37,327.00**	**479.0**	**$ 58,438.00**	**700.0**	**$ 53,900.00**	**118.0**	**$ 17,464.00**	**200.0**	**$ 30,000.00**	**19.0**	**$ 2,109.00**	**$ 199,238.00**
Task 2 Bidding and Contracting													
Pre-Bid Conference	4.0	$ 652.00	4.0	$ 488.00		$ -		$ -		$ -	0.0	$ -	$ 1,140.00
Address RFI's / Addendums, etc.	8.0	$ 1,304.00	8.0	$ 976.00		$ -	2.00	$ 296.00		$ -	0.0	$ -	$ 2,576.00
Evaluate Bids and Recommend Award	6.0	$ 978.00	4.0	$ 488.00		$ -	2.00	$ 296.00		$ -	0.0	$ -	$ 1,762.00
Sub Total Task 2	**18.0**	**$ 2,934.00**	**16.0**	**$ 1,952.00**	**0.0**	**$ -**	**4.00**	**$ 592.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 5,478.00**

Exhibit "C"

ESCAMBIA COUNTY ROADWAY PROJECT

MANHOUR AND FEE ESTIMATE

Kingsfield Road Roadway Improvements

10/5/2011

Phase 3 Services (Limiting Amount)													
Task 3 Construction Administration & Inspections (Limited Allowance Based Upon Actual Time)													
Conduct Pre-Construction Conference	4.0	$ 652.00	4.0	$ 488.00		$ -		$ -		$ -	0.0	$ -	$ 1,140.00
Contract Administration (shop drawings,pay requests, milestone site visits)	20.0	$ 3,260.00	80.0	$ 9,760.00	16.0	$ 1,232.00	10.00	$ 1,480.00		$ -	0.0	$ -	$ 15,732.00
Prepare As-Built Plans	10.0	$ 1,630.00	40.0	$ 4,880.00	80.0	$ 6,160.00	10.00	$ 1,480.00		$ -	0.0	$ -	$ 14,150.00
Prepare all close out certifications for stormwater and wetland permits	8.0	$ 1,304.00	4.0	$ 488.00	16.0	$ 1,232.00		$ -		$ -	0.0	$ -	$ 3,024.00
Total Task 3	**34.0**	**$ 5,542.00**	**124.0**	**$ 15,128.00**	**96.0**	**$ 7,392.00**	**20.00**	**$ 2,960.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 31,022.00**
Task 4 Alternate Services - Design of Pile Supported Pre-Cast Bridge-Culvert for wetland crossings													
Additional civil design	10.0	$ 1,630.00	10.0	$ 1,220.00	10.0	$ 770.00	10.00	$ 1,480.00		$ -	0.0	$ -	$ 5,100.00
Additional structural design	12.0	$ 1,956.00	40.0	$ 4,880.00	20.0	$ 1,540.00	11.00	$ 1,628.00		$ -	0.0	$ -	$ 10,004.00
Additional Geotechncial - see scope and fee from PSI													
Total Task 4	**22.0**	**$ 3,586.00**	**50.0**	**$ 6,100.00**	**30.0**	**$ 2,310.00**	**21.00**	**$ 3,108.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 15,104.00**
Sub Total Phase 3 Services	**56.0**	**$ 9,128.00**	**174.0**	**$ 21,228.00**	**126.0**	**$ 9,702.00**	**41.0**	**$ 6,068.00**	**0.0**	**$ -**	**0.0**	**$ -**	**$ 46,126.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1709 **County Administrator's Report Item #: 14. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Purchase of Cisco Network Equipment for the Tax Collector's Office
From: David Musselwhite, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Cisco Network Equipment for the Tax Collector's Office - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of Cisco Network Equipment, in the amount of $63,420.20, (Quote 7858), from WaveNet Technologies, a TIG Company, by piggybacking off the Florida State Contract 250-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

The Escambia County Tax Collector requested the purchase of Cisco network switch equipment to enhance and upgrade existing equipment at their Downtown, Marcus Pointe, Cantonment (Molino) and Warrington offices be made through the Board of County Commissioners, in order to take advantage of the substantial discounted pricing the County has obtained.

[Funding: Fund 001, General Fund, Cost Center 270102]

BACKGROUND:

The Escambia County Tax Collector has requested the purchase of Cisco network switch equipment to enhance and upgrade existing equipment at their Downtown, Marcus Pointe, Cantonment (Molino) and Warrington offices. They are purchasing through the Board of County Commissioners in order to receive the steeply discounted pricing the County has obtained.

BUDGETARY IMPACT:

Constitutional Officers are required to return to the Board of County Commissioners any unspent funds at the end of each fiscal year. This year the Tax Collector returned slightly over $1,000,000. If this purchase is approved by the Board, a portion of these funds will be recognized and appropriated to pay the associated costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology staff of the Tax Collector's Office will be responsible for implementing, supporting and funding the maintenance of this equipment.

The following fixed assets:

12) WS-C2960S-48FPS-L Switching Equipment and the
4) WS-C3560G-48PS-S Catalyst Switching Equipment

shall be transferred to the ownership of the Tax Collector's Office upon receipt. All other assets purchased per this quotation shall remain the property of the Board of County Commmissioners.

Attachments

Wavenet Quote 7858

WAVEnet technologies *
TIG
Technology Integration Group
* a TIG company

WAVEnet Technologies, Inc.
Phone: 850-439-0090
Fax: 850-439-0070
106 East Gregory St
Pensacola, FL 32502

Quote No.: 7858
Date: 10/5/2011

Prepared for:
Bob Findley (850) 438-6500
Escambia County Tax Collector
213 Palafox Pl # 1
Pensacola, FL 32502 U.S.A.

Prepared by: Liz Lyle
Account No.: 549
Phone: (850) 438-6500
Fax: (850) 434-2733

Quantity	Item ID	Description	UOM	Sell	Total
	Florida State Contract 250-000-09-1				
12	WS-C2960S-48FPS-L	CAT2960S STACK 48 GIGE POE 740W 4 X SFP LAN	EA	$3,447.70	$41,372.40
12	CON-SNT-2960S4FS	SMARTNET 8X5XNBD CAT2960S GIGE POE 740W 4XSFP BASE	EA	$0.00	$0.00
4	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image1	EA	$4,367.70	$17,470.80
4	CON-SNT-3560G48S	SMARTNET 8X5XNBD 3560G48S INTL	EA	$0.00	$0.00
10	AIR-LAP1142N-A-K9	802.11A/G/N FIXED UNIFIED AP;INT ANT A REG DOMAIN	EA	$457.70	$4,577.00
10	CON-SNT-1142NAK	SMARTNET 8X5XNBD SVC AIR-LAP1142-ABULK	EA	$0.00	$0.00

Your Price: **$63,420.20**

Total: **$63,420.20**

Prices are firm until 11/30/2011 Terms:

Quoted by: Liz Lyle, liz.lyle@tig.com **Date:** 10/5/2011

Accepted by: _____ **Date:**_____

Disclaimer

A) Terms are Net 30 on Approved Credit, otherwise COD
B) Tax is not included. A 15% restocking fee applies to all returned merchandise, changed or cancelled
C) Installation of products will be scheduled based on availability of products
D) Expedite fees & and overnight shipping are not included, but are available

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1644 **County Administrator's Report Item #: 14. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Residential Rehab Grant Program Eleven Cancellations of Liens
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program 11 Cancellations of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following 11 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Brian Kupferschmidt	2 Greve Court	$6,000
Edmund L. Brown	1000 Montclair Road	$2,376
Shirley Hudgins	35 Patton Drive	$1,850
Tilmer and Roberta Hammond	334 South 1st Street	$650
David Smith	414 South 1st Street	$825
Vincent Distefano	5 Northwest Syrcle Drive	$3,288
Carol Fae Crona	518 South 1st Street	$799
Susan Smith	429 Baublits Court	$6,000
Linda Y. Kennedy	410 South 1st Street	$937
Gregory B. Pack	225 Northwest Syrcle Drive	$4,080
Shannon L. O'Brien	551 South 1st Street	$750

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

BACKGROUND:

On November 17, 2011, a CRA meeting was convened to consider approval of the eleven Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved eleven Cancellation of Liens as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board ratification approving the Residential Rehab Grant Program Cancellation of Liens.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

Lien Recordings & Cancellations

Recorded in Public Records 09/21/2010 at 01:57 PM OR Book 6637 Page 1540, Instrument #2010061732, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
3/18/2010 CAR 11-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Brian Kupferschmidt	**2 Greve Court** **Pensacola, FL 32507**	**50-2S-30-6090-330-016**

Verified By: [illegible]
Date: 3/19/10

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Brian Kupferschmidt, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of February, 2010 by **Brian Kupferschmidt**, Property Owner. (He/She ( ) is personally known to me or (✓) has produced Fl DL, 202 AE 744 as identification.

(Notary Seal)

CLARA F. LONG
Notary Public-State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 569739

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County**
Community Redevelopment Agency

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved: 03-18-2010

Date Executed

3/18/10

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 2/5/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\res rehab grant_Kupferschmidt_031810.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000**, executed by **Brian Kupferschmidt** and recorded in Official Record Book **6637** at pages **1540**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: AOT
Date: 10/14/11

Recorded in Public Records 11/29/2010 at 08:19 AM OR Book 6661 Page 1557, Instrument #2010077141, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
10/21/2010 CAR 11-23

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Edmund L. Brown	1000 Montclair Road Pensacola, FL 32505	10-2S-30-1000-001-017

Total Amount of Lien **$2,376**

Verified By: K. Macaluso Date: 10/22/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Edmund L Brown

Edmund L. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by **Edmund L. Brown**, owner of property. He/She ( ) is personally known to me or (✓) has produced FL license as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD983028 EXPIRES: June 04, 2014 FL Notary Discount Assn. Co.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C Robinson IV
Grover C. Robinson, IV, Chairman
Date Executed

10/21/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL — THE BOARD OF COUNTY COMMISSIONERS — ESCAMBIA CO., FL

Doris Hanes
Deputy Clerk

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: HCA
Date: 9/21/10

BBC Approved 10-21-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
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STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,376**, executed by **Edmund L. Brown** and recorded in Official Record Book **6661** at pages **1557-1558**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/4/11

Recorded in Public Records 11/15/2010 at 04:05 PM OR Book 6658 Page 621, Instrument #2010074795, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
9/16/2010 CART-15

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Shirley Hudgins	**35 Patton Drive** **Pensacola, FL 32507**	**50-2S-30-5020-019-001**

Total Amount of Lien **$1,850**

Verified By: K. Macaluso
Date: 9/8/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Shirley Hudgins

Shirley Hudgins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of August, 2010 by **Shirley Hudgins**, owner of property. He/~~She~~ (__) is personally known to me or (✓) has produced FLLic H325...825.0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

Date Executed 9/16/10 BBC Approved 09-16-2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 8/10/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
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STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the *holder of the* Lien in the amount of **$1,850**, executed by **Shirley Hudgins** and recorded in Official Record Book **6658** at pages **621-622**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/14/11

Recorded in Public Records 10/11/2010 at 11:39 AM OR Book 6645 Page 981, Instrument #2010066462, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
9/16/2010 CARLH

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Tilmer and Roberta Hammond	**334 South 1st Street Pensacola, FL 32507**	**51-2S-30-7060-033-031**

Total Amount of Lien **$650**

Verified By: K. Macaluso
Date: 9/21/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Tilmer Hammond, Property Owner

Roberta Hammond, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2010 by **Tilmer and Roberta Hammond**, owners of property. (He/She) (✓) is personally known to me or (✓) has produced FL Licenses as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD913028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

BBC Approved 09-16-2010

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

9/16/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____

Title: HLH

Date: 8/11/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Hammond_ 092010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$650**, executed by **Tilmer and Roberta Hammond** and recorded in Official Record Book **6645** at pages **981-982**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Martin Hinson
Title: ACA
Date: 10/14/11

Recorded in Public Records 11/02/2010 at 02:06 PM OR Book 6653 Page 1202, Instrument #2010071893, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
8/19/2010 CAR 11-9

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David Smith	**414 South 1st Street** **Pensacola, FL 32507**	**51-2S-30-7062-026-034**

Total Amount of Lien **$825**

Verified By: K. Macagnone
Date: 8/20/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

David Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of July, 2010 by **David Smith**, owner of property. He/She ( ) is personally known to me or (✓) has produced FL DL S530... as identification.

(Notarial) VENERA CARDIA-LIVELY
MY COMMISSION # DD991660
EXPIRES: July 02, 2014
FL Notary Discount Assoc. Co.

Signature of Notary Public

VENERA CARDIA-LIVELY
Printed Name of Notary Public

BBC Approved 08-19-2010

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

8/19/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____
Title: ACA
Date: 10/30/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_D Smith_ 082010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$825**, executed by **David Smith** and recorded in Official Record Book **6653** at pages **1202-1203**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: HCA
Date: 10/4/11

Recorded in Public Records 10/11/2010 at 11:39 AM OR Book 6645 Page 979, Instrument #2010066461, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
8/19/2010 CAR 11-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Vincent Distefano	**5 Northwest Syrcle Drive Pensacola, FL 32507**	**50-2S-30-6090-260-013**

Total Amount of Lien **$3,288**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified by: M. Magaha
Date: 8/20/10

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Vincent Distefano, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of July, 2010 by **Vincent Distefano**, owner of property. (He/She (__) is personally known to me or (✓) has produced FL Lic D231 406 0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD983028
EXPIRES: June 04, 2014

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

RRC Approved 08-19-2010

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

8/19/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/30/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_V Distefano_ 082010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,288**, executed by **Vincent Distefano** and recorded in Official Record Book **6645** at pages **979-980**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: HCA
Date: 10/4/11

Recorded in Public Records 10/19/2010 at 09:01 AM OR Book 6648 Page 177, Instrument #2010068347, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
8/19/2010 CAR11-7

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Carol Fae Crona	**518 South 1st Street** **Pensacola, FL 32507**	**51-2S-30-7062-370-037**

Total Amount of Lien **$799**

Verified By: K. Macauley
Date: 8/20/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Carol Fae Crona

Carol Fae Crona, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of July, 2010 by **Carol Fae Crona**, owner of property. He/She (__) is personally known to me or (✓) has produced FL Lic C450...823.0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD785068
EXPIRES: June 04, 2014
FL Notary Discount

Clara F Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

BBC Approved 08-20-2010

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

8/19/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 7/7/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_C Crona_ 082010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$799**, executed by **Carol Fae Crona** and recorded in Official Record Book **6648** at pages **177-178**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/14/11

Recorded in Public Records 08/13/2010 at 08:19 AM OR Book 6624 Page 485, Instrument #2010052598, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
7/22/2010 CAR 11-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community and Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Susan Smith	**429 Baublits Court** **Pensacola, FL 32507**	**50-2S-30-6090-446-021**

Total Amount of Lien **$6,000**

Verified By: K Nocaccini
Date: 7/23/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Susan Smith

Susan Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of June, 2010 by **Susan Smith**, owner of property. He/She (__) is personally known to me or (✓) has produced FL DL as identification.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD005328
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.

For: **Escambia County**
Board of County Commissioners

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

7/22/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 6/9/10

BBC Approved 07-22-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community and Environment Bureau
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_S Smith_ 072010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000**, executed by **Susan Smith** and recorded in Official Record Book **6624** at pages **485-486**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 10/14/11

Recorded in Public Records 10/19/2010 at 09:01 AM OR Book 6648 Page 175, Instrument #2010068346, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
7/22/2010 CAR11-6

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Linda Y. Kennedy	**410 South 1st Street** **Pensacola, FL 32507**	**51-2S-30-7062-024-034**

Total Amount of Lien **$937**

Verified By: K. Macarthur Date: 7/23/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Linda Y Kennedy

Linda Y. Kennedy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of June, 2010 by **Linda Y. Kennedy**, owner of property. He/She (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.

NOTARY PUBLIC STATE OF FLORIDA

Clara F Long
Signature of Notary Public

Clara F Long
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: _____
Grover C. Robinson, IV, Chairman
Date Executed

7/22/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____ Deputy Clerk

SEAL

THE BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

This document approved as to form and legal sufficiency.

By: _____

Title: ACA

Date: 6/11/10

BBC Approved 07-22-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_L Kennedy_ 072010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$937**, executed by **Linda Y. Kennedy** and recorded in Official Record Book **6648** at pages **175-176**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: HCA
Date: 10/4/11

Recorded in Public Records 09/28/2010 at 03:53 PM OR Book 6640 Page 668, Instrument #2010063550, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Onginal
4/22/2010 CAR11-10

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Gregory B. Pack	225 Northwest Syrcle Drive Pensacola, FL 32507	50-2S-30-6090-220-012

Total Amount of Lien **$4,080**

Verified By: dk. Date: 4/23/10

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred *without the* express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Gregory B. Pack, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of March, 2010 by **Gregory B. Pack**, Property Owner. (He/She) ( ) is personally known to me or ( ) has produced FLP200 .....183.0 as identification.

(Notary Seal)

CLARA F. LONG
Notary Public-State of FL
Comm. Exp.June 4, 2010
Comm. No. DD 659739

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County**
Community Redevelopment Agency

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved: 04-22-10
Date Executed

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL — BOARD OF COUNTY COMMISSIONERS — ESCAMBIA CO., FL

Deputy Clerk

4/22/2010

This document approved as to form and legal sufficiency.

By: _____

Title: ACA

Date: 3/15/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\res rehab grant_Pack_042010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,080**, executed by **Gregory B. Pack** and recorded in Official Record Book **6640** at pages **668-669**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 10/4/11

Recorded in Public Records 08/17/2010 at 03:19 PM OR Book 6625 Page 1190, Instrument #2010053469, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhoods & Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Shannon L. O'Brien	551 South 1st Street Pensacola, FL 32507	51-2S-30-7062-003-036

Total Amount of Lien **$750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:
Shannon O'Brien
Shannon L. O'Brien, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of May, 2010 by **Shannon L. O'Brien**, owner of property. He/She ( ) is personally known to me or (✓) has produced FL DL 165. as identification.

(Notary Seal) Venera Cardia-Lively
Notary Public-State of FL
Comm. Exp. July 2, 2010
Comm. No. DD 570094

Signature of Notary Public
VENERA CARDIA-LIVELY
Printed Name of Notary Public

For: **Escambia County**
Community Redevelopment Agency

By: _____
Grover C. Robinson, IV, Chairman
Date Executed
5/20/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
SEAL
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 4/19/10

BBC Approved 05-20-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods and Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_OBrien_052010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$750**, executed by **Shannon L. O'Brien** and recorded in Official Record Book **6625** at pages **1190-1191**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/14/11

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1642 **County Administrator's Report Item #: 14. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Residential Rehab Grant Funding and Lien Agreements 225 Southeast Payne Road
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 225 Southeast Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the
Residential Rehab Grant Funding and Lien Agreements for the property located at 225 Southeast Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cathy L. Cooksey, owner of residential property located at 225 Southeast Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of $2,784, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the installation of new storm windows; and

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

BACKGROUND:

On November 17, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cathy L. Cooksey. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Grant Agreement_Photo

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **November 2011,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Cathy L. Cooksey**, (the "Recipient"), owner of property located at **225 Southeast Payne Road**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **$2,784**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,784**, which shall be comprised of a cash contribution of **$2,784**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **November 2011**, and the Project shall be complete on or before the **17th** day of **February 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 it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:	*Recipient:*
Clara Long, Urban Planner, CRA	Cathy L. Cooksey
Community & Environment Department	225 Southeast Payne Road
3363 West Park Place	Pensacola, FL 32507
Pensacola, Florida 32505	

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Cathy L Cooksey
Cathy L. Cooksey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2011 by **Cathy L. Cooksey**, Property Owner. He/She (__) is personally known to me or (✓) has produced C 200-112-... as identification.

_____
Signature of Notary Public

(Notary Seal) VENERA CARDIA-LIVELY MY COMMISSION # DD991660 EXPIRES: July 02, 2014 Fl. Notary Discount Assoc. Co. 1-800-3-NOTARY

VENERA CARDIA-LIVELY
Printed Name of Notary Public

This document approved as to form and legal sufficiency.
By: _____
Title: ATA
Date: 10/14/11

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Cathy L. Cooksey**
Property Address: **225 Southeast Payne Road, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

Install new storm windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Cathy L. Cooksey	**225 Southeast Payne Road Pensacola, FL 32505**	**50-2S-30-6090-408-019**

Total Amount of Lien **$2,784**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Cathy L Cooksey

Cathy L. Cooksey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2011 by **Cathy L. Cooksey**, Property Owner. He/She (__) is personally known to me or (✓) has produced C200-112-... as identification.

(Notary Seal)

VENERA CARDIA-LIVELY
MY COMMISSION # DD991660
EXPIRES: July 02, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co

Signature of Notary Public

VENERA CARDIA-LIVELY

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place, Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Justin Hinkel
Title: ACA
Date: 10/14/11

Install New Storm Windows

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1643 **County Administrator's Report Item #: 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Commercial Facade Grant Program Three Cancellations of Liens
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

Property Owner's Name	Property Address	Lien Amount
Kim's "Mini Blessings" Child Development Center, Inc.	1119 North Pace Boulevard	$7,527
Henry L. Arnold	2401 North "L" Street	$1,210
Fun Zone Pizza, Inc.	1000 North Navy Boulevard	$10,000

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

BACKGROUND:

On November 17, 2011, a CRA meeting was convened to consider approval of the three Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved three Cancellation of Liens as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board ratification approving the Commercial Facade Grant Program Cancellation of Liens.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

Lien Recordings & Cancellations

Recorded in Public Records 09/28/2010 at 03:53 PM OR Book 6640 Page 670, Instrument #2010063551, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
9/16/2010 CAR II-20C

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Kim's "Mini Blessings" Child Development Center, Inc.	1119 North Pace Boulevard Pensacola, Florida 32505	00-0S-00-9080-016-153

Date: 9/21/2010 Verified By: [illegible]

Total Amount of Lien $7,527

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Kim's "Mini Blessings" Child Development Center, Inc.

Kimberly A. Cobb, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of August 2010 by Kimberly A. Cobb, Property Owner. He/She ( ) is personally known to me or (✓) has produced FL DL ...751.0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD983028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved: 09-16-2010

Date Executed
9-21-2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
SEAL
By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 8/11/10

This instrument prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\Kim Mini Blessings__1119 N Pace_092010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$7,527**, executed by **Kim's "Mini Blessings" Child Development Center, Inc.**, and recorded in Official Record Book **6640** at pages **670-671**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Austin Head
Title: AECA
Date: 10/19/11

Recorded in Public Records 09/02/2010 at 12:06 PM OR Book 6631 Page 734, Instrument #2010057346, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
8/19/2010 CAR11-6

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Henry L. Arnold	2401 North "L" Street Pensacola, Florida 32501	17-2S-30-1500-011-005

Verified By: K. Meacham
Date: 8/20/10

Total Amount of Lien **$1,210**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Henry L. Arnold, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of July, 2010 by Henry L. Arnold, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Lic A664-148-60-0 as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD883033 EXPIRES: June 04, 2014 FL Notary Discount Assn. Co.

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved: 08-19-2010

Date Executed
8/19/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: ATA
Date: 6/30/10

This instrument prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\Arnold__2401 L St_082010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,210**, executed by **Henry L. Arnold**, and recorded in Official Record Book **6631** at pages **734-735**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 10/4/11

Recorded in Public Records 09/02/2010 at 12:06 PM OR Book 6631 Page 732, Instrument #2010057345, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County
Clerk's Original
4/23/2010 CAR11-8

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhoods and Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Fun Zone Pizza, Inc.	1000 North Navy Boulevard Pensacola, Florida 32507	37-2S-30-2006-000-001

Total Amount of Lien **$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: A. Dowd
Date: 4/23/2010

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Fun Zone Pizza, Inc.

Donna Baudendistel, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of March, 2010 by **Donna Baudendistel**, President of Fun Zone Pizza, Inc. He/She ( ) is personally known to me or (✓) has produced FL License as identification.

(Notary Seal)

CLARA F. LONG
Notary Public-State of FL
Comm. Exp.June 4, 2010
Comm. No. DD 559739

Signature of Notary Public

Printed Name of Notary Public

This document approved as to form and legal sufficiency.
By:
Title: ATTY
Date: 3/6/10

For: **Escambia County Community Redevelopment Agency**

By: **Grover C. Robinson, IV, Chairman**

BCC Approved: 04-22-2010

Date Executed
4/22/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II
Neighborhoods and Community Services Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\Fun Zone__1000 Navy Blvd_042210.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$10,000**, executed by **Fun Zone Pizza, Inc.**, and recorded in Official Record Book **6631** at pages **732-733**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 West Park Place
Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: KRISTIN HUNT
Title: ACA
Date: 10/14/11

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1641 **County Administrator's Report Item #: 14. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Commercial Facade Grant Funding and Lien Agreements for 1720 West Fairfield Drive
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1720 West Fairfield Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1720 West Fairfield Drive:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Dwyke L. Rushing, owner of commercial property located at 1720 West Fairfield Drive, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of $10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, 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 resurfacing and re-striping the parking lot; and

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

BACKGROUND:

On November 17, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Dwyke L. Rushing. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA 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

Grant and Lien Agreement_Photo

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **November 2011,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Dwyke L. Rushing,** (the "Recipient"), owner of commercial property located at **1720 West Fairfield Drive,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$10,000,** which shall be comprised of a cash contribution of **$10,000.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **November 2011**, and the Project shall be complete on or before the **17th** day of **February 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:	Recipient:
Clara Long, Urban Planner, CRA	Dwyke L. Rushing
Community & Environment Department	c/o Plaza Building Properties, LLC
3363 Park Place	P O Box 17669
Pensacola, Florida 32505	Pensacola, FL 32522

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/14/11

For: Escambia County
Board of County Commissioners

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Dwyke L. Rushing, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October 2011 by **Dwyke L. Rushing,** Property Owner. He/She (__) is personally known to me or (✓) has produced FL DL R252 as identification.

(Notary Seal)

VENERA CARDIA-LIVELY
MY COMMISSION # DD991660
EXPIRES: July 02, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

_____
Signature of Notary Public

VENERA CARDIA-LIVELY
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Dwyke L. Rushing**
Property Address: **1720 West Fairfield Drive, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Resurfacing and restriping the parking lot.

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Dwyke L. Rushing	**1720 West Fairfield Drive Pensacola, Florida 32505**	**09-2S-30-1100-000-236**

Total Amount of Lien **$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Dwyke L. Rushing, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2011 by **Dwyke L. Rushing,** Property Owner. He/She (__) is personally known to me or (V) has produced FL DL R252... as identification.

(Notary Seal)

Signature of Notary Public

VENERA CARDIA-LIVELY

Printed Name of Notary Public

VENERA CARDIA-LIVELY
MY COMMISSION # DD991660
EXPIRES: July 02, 2014
FL Notary Discount Assoc. Co.
1-800-3-NOTARY

For: **Escambia County**
Board of County Commissioners

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 Park Place, Pensacola, FL 32505

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: ACA
Date: 10/14/11

Resurfacing and restiping the parking Lot

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1683 **County Administrator's Report Item #: 14. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc. for the Sanchez Court Rental Project
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., for the Sanchez Court Rental Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., related to the Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4):

A. Approve Amendment #1 to the Agreement between Escambia County and E.B. Morris General Contractors, Inc., related to the Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4), to revise Contract retainage provisions to stipulate that at the County's discretion, five percent of the sum retained for payments related to an individual building may be released to the contractor prior to final completion of the entire project, upon receiving a Certificate of Occupancy for the building and approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the project.

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

BACKGROUND:

On April 21, 2011, the Board awarded the bid and contract for PD 10-11.015/Sanchez Court Rehabilitation/Mitigation Project ("Project") to E. B. Morris General Contractors, Inc. (See **Exhibit I** for Board resume). Following this action, the County and E. B. Morris General Contractors, Inc. mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10% retainage to be held through 100% completion of the Project. This Project is comprised of the extensive rehabilitation of 48-rental units that are contained in a series of 16 individual buildings located in Pensacola at the intersection of West Godfrey and "J" Streets. Logistically, Area Housing Commission must move tenants out of the Sanchez units to allow for rehabilitation and then move the tenants back into the units immediately upon completion to minimize the period of temporary relocation for the tenants and to maintain rent revenues. Based on this necessity, the approach to completion of the units has

been to relocate tenants from 3-4 buildings at a time, provide those vacant buildings to the Contractor for the work to be performed, and then return the tenants to the fully completed buildings as soon as they can be released to Area Housing Commission by the Contractor. A fully completed building is defined as an individual building at Sanchez Court upon which 100% of the required construction work has been accomplished; the work has been reviewed and accepted by the Project Architect, Area Housing Commission and the County's Contract Manager; and a Certificate of Occupancy has been issued by City of Pensacola Building Inspection Services.

The intent of this recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10% to 5% upon the 100% completion of each individual building over the duration of the Project. The 5% retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work as performed at 48-unit Sanchez Court Apartments. It should also be noted that this Project is covered by a 100% Performance and Payment Bond.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and E. B. Morris General Contractors, Inc. This is a grant funded project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney (See **Exhibit II**).

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI) in cooperation with Area Housing Commission. A copy of this recommendation has also been provided to the construction contractor and Escambia County Purchasing. These parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

20. Authorizing Gulf Power Corporation to provide and install five street lights on Northpointe Parkway, between Briar Oak Drive and Scenic Highway, to address citizen safety concerns; the utilization cost for the five lights is $105 per month; Gulf Power Corporation will install the street lights within 30 days of Board authorization (Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 270201, "Traffic Operations and Planning," Object Code 54301, "Utility Services").

21. See Page 23.

22. See Page 24.

23. Ratifying the *Memorandum of Understanding between BP Exploration & Production, Inc., and Florida's Coastal Northwest Communications Council, Inc.*, recognizing distribution of said funds for Incentivized Travel, Special Events, Social Media, Public Relations and Promotions, and Advertising, as noted on Exhibit 1, Escambia County Allocation Table; Addendum III to the Memorandum of Understanding, BP Code of Conduct.

8. Sanchez Court Rental Rehabilitation/Mitigation

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, awarding a Contract to E.B. Morris General Contractors, Inc., for the Sanchez Court Rental Rehabilitation/Mitigation Project *(Service Area #4)*, Contract PD 10-11.015, for the base bid amount of $1,442,218 (Funding: Fund 110, Other Grants and Projects/DCA, CDBG Disaster Grant, Cost Center 220436, Object Code 58301).

For Information: The Board heard Commissioner Young disclose that she serves on the Area Housing Board; however, because she is not paid, she is not precluded from voting on this issue.

AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND E.B. MORRIS GENERAL CONTRACTORS, INC. RELATED TO THE SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (SERVICE AREA #4)

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on June 2, 2011, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and E.B. Morris General Contractors, Inc., a corporation authorized to transact business in the State of Florida, whose address is 7011 Business Park Boulevard, Jacksonville, Florida 32746 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on June 2, 2011, the County entered into an agreement with the Contractor for to perform work related to the Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4); and

WHEREAS, the Parties have agreed to revise Exhibit A, Section 4, Paragraph 4.5 relating to retaining payments; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Exhibit A, Section 4, Paragraph 4.5 is amended to read as follows:

County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Architect/Engineer for payment, whichever is less. At the County's discretion, five percent (5%) of the sum retained for payments related to an individual building may be released to Contractor prior to final completion of the Project upon receiving a certificate of occupancy for the building and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work. ~~Such sum~~ The remainder shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

3. That the Parties hereby agree that all other provisions of the Agreement of that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

4. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its duly, authorized County Administrator, authorized to execute same by Board action on the _____ day of _____ 2011, and E.B. Morris General Contractors, Inc., by and through its President.

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 10/19/11

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

_____
Witness

_____
Witness

_____
Charles R. "Randy" Oliver,
County Administrator

Date:_____

BCC Approved:_____

CONTRACTOR:
E.B. Morris General Contractors, Inc.

_____
Eric Morris, President

Attest:

_____
Corporate Secretary
(Corporate Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1729 **County Administrator's Report Item #: 14. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Agreement Between Neighborhood Enterprise Foundation, Inc. and Escambia County
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement Between Neighborhood Enterprise Foundation, Inc., and Escambia County, Florida - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Agreement Between Neighborhood Enterprise Foundation, Inc., and Escambia County:

A. Approve the Agreement Between Neighborhood Enterprise Foundation, Inc. (NEFI), and Escambia County, Florida, for housing and community development program management for an initial five-year term, beginning on December 1, 2011, and extending through November 30, 2016, with an optional extension for an additional five-year term upon mutual approval by NEFI and Escambia County, as provided for in Section VII (3) of the Agreement;

B. Authorize the County Administrator and County Attorney to take the action necessary to affect the Agreement between Escambia County and NEFI to provide for continuing management and implementation of housing and community development activities in Escambia County; and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents as required.

[Funding: Funding for the services to be provided through the Agreement will be solely provided through the allocation of administrative and operational costs to the various Grants managed by NEFI in the future. No County General Fund resources are required.]

BACKGROUND:

On November 19, 2001, the Board of County Commissioners and NEFI entered a five year agreement whereby NEFI would provide overall management and implementation of housing and community development activities for Escambia County. The primary intent of this action was to increase the availability of affordable housing within the County through a public/non-profit agency partnership. This approach reflected successful models in other areas of Florida and the Nation. Section II (3) of the agreement provided that the County and NEFI could, through mutual written consent, continue the agreement for an additional five years

extending through December 1, 2001. On November 15, 2001, the Board of County Commissioners and NEFI entered into another five year agreement, expiration through December 1. 2011. November 30, 2011 will complete 20 years of operation under this partnership.

BUDGETARY IMPACT:

Funding for the services to be provided through the Agreement will be solely provided through the allocation of administrative and operational costs to the various grants managed by NEFI in the future. No County General Fund resources are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

NEFI staff will manage these programs. No County employees are affected by the contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contract documents.

IMPLEMENTATION/COORDINATION:

Following Board approval, the County Adminsitrator and County Attorney's Office will work with the NEFI Executive Director to complete process prior to the expiration of the current Agreement.

Attachments

NEFI Agreement

AGREEMENT BETWEEN NEIGHBORHOOD ENTERPRISE FOUNDATION, INC. AND ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is executed this the ___ day of November, 2011, by and between Neighborhood Enterprise Foundation, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Foundation," and Escambia County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WHEREAS, Escambia County recognizes the necessity to support delivery of services and programs targeting the revitalization of lower income areas of the jurisdiction, and

WHEREAS, the County receives an allocation of funds under the United States Department of Housing and Urban Development (hereinafter "HUD") Community Development Block Grant Program, HUD HOME Investment Partnership Program, State Housing Initiatives Partnership Program, and Emergency Shelter Grant Program, and other programs specifically designed to address the needs of economically depressed, infrastructure deficient, and deteriorating neighborhoods, and

WHEREAS, utilization of such funds requires specialized administration and community based coordination to effectively deliver services to those areas in need, and

WHEREAS, the Foundation possesses the professional and technical expertise, background, and knowledge of the community required to identify, prioritize, and coordinate implementation of various targeted activities which focus upon neighborhood/community revitalization and improving the physical and social conditions of lower income persons,

NOW THEREFORE, the parties to this Agreement do hereby mutually agree to the terms, conditions, and stipulations outlined in the following pages.

SECTION I. CONTRACT AGENTS

For purposes of coordination and notification, the representatives of each party executing this Agreement are:

Foundation:
Executive Director
Neighborhood Enterprise Foundation, Inc.
Post Office Box 18178
3420 Barrancas Avenue
Pensacola, Florida 32523

County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32597

SECTION II. PURPOSE OF AGREEMENT

The general nature and objectives of the corporation shall be as follows:

1. To promote the development and redevelopment of lower income neighborhoods for the betterment of the residents living therein, through a variety of programmatic activities primarily financed through government programs, and public-private partnerships, by the following means:

(a) The continuous assessment and study of the needs of the lower income population.

(b) Researching and developing a variety of innovative and proven programs designed to address specific issues or needs of the identified population.

(c) The implementation of activities to address the needs for: housing, public services, public facilities, infrastructure, and economic development of the lower income community.

(d) The combination of resources within and outside these communities in order to effectuate improvements and opportunities for those in need.

(e) Development of quality program management techniques which can be utilized in a variety of public and quasi-public settings for the delivery of similar services.

2. This corporation shall at all times be operated and conducted exclusively for the public service and educational purposes outlined above and all property of this corporation shall be used solely for such purposes. This corporation shall at all times be operated and conducted in compliance with the below listed provisions:

(a) All of the activities carried on by this corporation shall be undertaken within the State of Florida, primarily for the benefit of lower income persons.

(b) No part of the net earnings of this corporation shall inure to the benefit of any private shareholder or individual or to the benefit of any member, or director of this corporation.

(c) This corporation shall not participate in or intervene in or campaign on behalf of any candidate for public office.

(d) This corporation shall be authorized to exercise the power permitted non-profit corporations under Chapter 617 of the Florida Statutes; provided however, that this corporation, in exercising any such powers shall do so in furtherance of the exempt purpose for which it has been organized as described in the Internal Revenue Service Code.

(e) This corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

(f) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

(g) The corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

(h) The corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

(i) The corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

3. The Foundation acknowledges and attests that HUD regulations allow and provide for the Foundation, as it is currently established, to administer the Community Development Block Grant Program, HUD HOME Investment Partnership Program, State Housing Initiatives Partnership Program, and Emergency Shelter Grant Program on behalf of the County; failing which, this Agreement shall be automatically terminated with no liability to the County and no funds to be appropriated to the Foundation.

SECTION III. FOUNDATION RESPONSIBILITIES

In performance of duties prescribed in this Agreement, the Foundation shall provide the below stated services, the delineation of which is subject to alteration by mutual written consent of the County and Foundation:

1. The Foundation shall provide all administrative and program oversight personnel and operational support required to design, plan, prepare, implement, and /or operate the Escambia County Community Development Block Grant Program (hereinafter "CDBG") authorized under HUD Regulations at 24 CFR Part 570; the Escambia County State Housing Initiatives Partnership Program (hereinafter "SHIP") authorized under Chapter 420 Florida Statutes; the Escambia Consortium HOME Investment Partnerships Program (hereinafter "HOME") as authorized under HUD Regulations at 24 CFR Part 92; and the Emergency Shelter Grant Program (hereinafter "ESG") as authorized under HUD Regulations at 24 CFR Part 576. Additionally, the Foundation shall cooperate and coordinate with the City of Pensacola's Section 8 Rental Assistance Program and serve as the County's agent for such purposes, however, the Foundation shall not have any decision-making authority with regard to the operation or management of said Program by the City of Pensacola.

The Foundation shall obtain continuing community input, analyze and prioritize targeted neighborhood and community needs, plan and prepare grant documents, research and prepare planning documents required to obtain or implement such grants, including but not limited to the Escambia Consortium Five Year Consolidated Plan for Housing and Community Development and Annual Updates to the Plan; SHIP Program Housing Assistance and Housing Incentive Plans; CDBG Public Participation Plan Certification of Compliance Actions; Escambia Consortium Fair Housing

Plan; Affordable Housing Ordinances and Policies (as may be required in relation to program operations); Program Specific Operation Manual(s) as required by granting agencies; HUD Section 3 Plan; HUD Integrated Disbursement and Information System (IDIS) documentation; and related actions as may be necessary to properly manage the programs for which the Foundation shall provide for the full implementation of all activities associated with the CBDG, HOME, SHIP and ESG programs for the benefit of area low and moderate income families and persons in accordance with governing program regulations cited in Section III(1) of this Agreement, including conformity with any amendments to said regulations during the term of this Agreement. Further, all required reports as may be required by the grantor agencies and/or the County shall be prepared by the Foundation, including but not limited to: Escambia Consortium Consolidated Plan Annual Performance Report(s); SHIP Program Annual Report(s); MBE/WBE Utilization Report(s); HUD Acquisition/Relocation Report(s); Federal Construction Contact Management and Labor Standards Compliance Report(s); Monthly and/or Annual Foundation Performance Reports (as required by County); HUD Environmental Review Compliance Documentation as required by 24 CFR Part 58; and other reports that are required in relation to the management of the CDBG, HOME, SHIP and ESG Programs. The Foundation shall complete the requirements specified herein and/or any added or revised requirements as may be stipulated by the cognizant Agency(s) or the applicable laws and regulations issued by such Agency(s).

2. The Foundation shall employ staff, fully experienced in the management of neighborhood improvement programs; specifically those activities supported by Federal, State, Local or private grants. All the services required hereunder shall be performed by the Foundation or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized and permitted as necessary under State and Local laws to perform such employment.

3. The Foundation shall perform the services in a manner so as to make every reasonable effort to fully protect the County from financial liability related to grant implementation. The Foundation shall issue a written recommendation to the County or its designated representatives citing projects or activities that are ineligible or highly questionable under the respective grantor agency rules, or CBDG, HOME, SHIP or ESG Program regulations or policies. In the event the County advises the Foundation in writing to proceed with any such project or activity, the Foundation shall be relieved of any responsibility for audit citations or any repayment of funds that may be required as a result of such direction.

4. The Foundation shall be solely responsible for implementation of activities incorporated under this Agreement in accordance with governing rules, regulations, and policies of the respective grantor agency. Specifically, the Foundation shall ensure continuing compliance with regulations and revisions or amendments thereto as cited in Subsection 1 of Section III above.

5. The Foundation shall be available to perform other services in addition to CDBG, HOME, SHIP and ESG Program management as addressed herein to the extent desired by the County. Such services and Foundation administrative fees related thereto shall be mutually acceptable to the County and Foundation as evidenced in writing. Such additional services may include, but are not limited to:

Grant Research, Planning and Development
Grant Administration
Program Implementation
Project Implementation, Operation and Oversight
Grant Reporting
General Data Collection and Analysis
Project Evaluation

6. The Foundation shall coordinate and cooperate fully with the Escambia County Administrator, the Neighborhood and Environmental Services Department, the Escambia County Office of Management and Budget, the Finance Division of the Office of the Clerk of the Circuit Court/First Judicial Circuit (hereinafter "Clerk's Finance Division"), and other County departments, offices or representatives as required to effectively delivery the services described herein. The Foundation will execute all project activities in accordance with budgeting and financial procedures utilized by the County and the Clerk's Finance Division. In this regard, the Foundation's Executive Director, Deputy Executive Director, or Finance Director is hereby authorized to utilize and execute County purchase requisitions, County payment vouchers, recommendations to the County Administrator and/or Board of County Commissioners, required grant processing forms, County and grant related budget preparation and amendment forms, and related paperwork as may be required to efficiently complete the responsibilities of the Agreement. Further, all grant "project" funds shall be processed through the Clerk's Finance Division in accordance with standard County procedures, however, the Executive Director of the Foundation shall prepare budget information as required by the County to integrate the various grant projects into the County's budget and financial process. This will ensure continuing County involvement and monitoring of the various activities undertaken by the Foundation. It is anticipated that the Foundation staff will work very closely in planning and execution of activities of mutual interest to the County and the Foundation, as evidenced by the Foundation's agreement to utilize the County's fiscal management system in carrying out its neighborhood improvement, community development and housing projects.

7. The provisions of Section 6 shall not apply to the administrative fees paid to the Foundation by the County. Such fees will be administered by responsible staff of the Foundation in accordance with generally accepted accounting practices for not-for-profit corporations.

8. The Foundation shall, at its expense, employ all staff required to operate the CDBG, HOME, SHIP and ESG Programs with said staffing and all related office, operating, compliance, and administrative support costs to be borne from the Administrative Fees paid to the Foundation as provided for in Section V of this Agreement.

9. The Foundation will conduct business in accordance with the requirements prescribed for not-for-profit corporations. The Foundation's Articles of Incorporation and By-Laws are attached as Exhibit A of this Agreement. The Foundation shall, during the term of this Agreement, maintain all certifications necessary to continue its non-profit status and shall be required to immediately notify the County should it terminate or otherwise lose its non-profit status.

SECTION IV. COUNTY RESPONSIBILITIES

In contracting with the Foundation as provided in this Agreement, the County shall perform the below listed duties.

1. The County shall be responsible for ensuring payment of administrative fees as prescribed herein to the Foundation and shall direct the Clerk's Finance Division to issue said payments in accordance with the payment schedule delineated in Section V of this Agreement.

2. The County shall cooperate with the Foundation in order to ensure effective planning, implementation, and delivery of services to low income persons and declining neighborhoods in Escambia County.

3. The County shall provide input into the Foundation's planning process with respect to community needs, project activities, County priorities, and the County's capital improvement and development plans.

4. The County shall serve as applicant for various grants and projects prepared by the Foundation as required by grantor agencies, and shall serve as the contracting entity for various public infrastructure projects undertaken with funds secured and/or administered by the Foundation. The Foundation will totally manage such activities on the County's behalf.

5. The County shall retain involvement in determination of project level bid awards, contract costs, and amendments thereto by requiring the Foundation to submit non-housing related contracts and contract amendments to the County for approval by the Board of County Commissioners, the County Administrator, or other duly authorized County representative as may be prescribed by the governing County purchasing ordinance, policy or procedure. The Foundation and/or agencies under the direction of the Foundation, in conjunction with Program eligible homeowners or homebuyers, shall be responsible for securing competitive bids for the rehabilitation or new construction of single family housing units within Escambia County. To facilitate the prompt completion of such work for the benefit of eligible families, the County Administrator shall be authorized to execute all single family housing rehabilitation and new construction contracts on behalf of Escambia County based upon information and direction provided by the Foundation.

6. The County shall not have the authority to direct the affairs of the Foundation except with respect to the various activities covered by the Agreement.

7. The County shall designate a liaison with whom the Foundation staff will primarily coordinate.

8. The County shall continue to lease the equipment delineated in Exhibit B to the Foundation at nominal costs as described in Section VII of this Agreement. Such equipment was originally procured with Federal Funds for the express use in carrying out the CDBG Program, and therefore, the equipment will be made available to the Foundation for continued use in support of community development and housing activities.

SECTION V. ADMINISTRATIVE FEE

1. In return for services detailed in Section III, the County shall pay to the Foundation an administrative fee comprised of administrative and project support costs allocable to the Escambia County Community Development Block Grant Program (CDBG), the Escambia County HOME Investments Partnerships Program (HOME), and the State Housing Initiatives Partnership Program (SHIP), in the amounts of $492,680 (comprised of $383,680 for general program administration/ operational costs; and $109,000 for direct program delivery costs for housing rehabilitation construction management services), $67,163, and $90,000 (subject to funding by the State of Florida), respectively for the 2011/2012 contract period. The 2011/2012 administrative fee payments to NEFI for services related to the CDBG, HOME and SHIP Programs shall begin on December 1, 2011, or immediately upon availability of such funds from the respective funding agency, whichever occurs later. The Foundation and County agree that the administrative fees for the CDBG Program will be increased annually by an amount not to exceed a percentage equal to the increase in the Consumer Price Index (CPI) for the comparable period, to the extent that such increase does not exceed allowable administrative cost levels as provided by applicable Federal regulations. The administrative fees for the HOME and SHIP Programs will be based on the individual grants received for each successive program year, not to exceed the allowable administrative cost levels as provided by applicable Federal and/or State regulations. In the event the maximum allowable administrative fee is reduced by the cognizant agency(s), said fee shall not exceed the maximum allowed by said agency(s). Administrative fees are available solely from said sources and the County shall not be obligated to pay for the Foundation's services in the event the funds cease to be made available to the County. The Foundation shall assure that the total fee associated with the administration/management of the CDBG, HOME and SHIP Programs does not exceed the statutory caps as imposed by 24 CFR Part 570.200, 24 CFR Part 92 and Chapter 420 Florida Statutes, respectively.

2. In addition to the services addressed herein, the County and Foundation reserve the right to add grant related services to the responsibilities outlined in this Agreement by mutual written consent. In the event such services are added to this Agreement, the Foundation will require an administrative fee for the performance of its services. The maximum administrative fee shall be 8% of the total grant amount for grant awards below $500,000, and shall be a maximum of 10% of the total grant amount for grant awards above $500,001, unless an alternate fee amount is negotiated between the County and Foundation and conformed in writing by both parties. Such amounts are payable by the County to the Foundation only if the Foundation successfully obtains the grant on behalf of the County, and such fees will be paid to the Foundation from the administrative cost or indirect cost allowable under the respective grant program, capped as stated above or by the respective grant program regulations, whichever is less. Indirect or administrative cost is defined as the federal or state grantor agency specified percentage of the total grant funding which can be legally allocated to support the cost of grant management and oversight.

3. The County may, from time to time, request changes in the scope of services of the Foundation to be performed hereunder. Such changes, including any increase or decrease in the amount of the Foundation's fee, which are mutually agreed upon by and between the County and the

Foundation, shall be incorporated in written amendments to this Agreement and shall be approved by the Foundation Board and the Board of County Commissioners.

SECTION VI. METHOD OF PAYMENT

1. The County shall pay directly to the Foundation, the amount specified in Section V of this Agreement. Said payments shall be made in twelve (12) equal installments beginning on December 1, 2011, and monthly thereafter for the duration of this Agreement, subject only to annual adjustments of the contract amount per Section VII of this Agreement, or as a result of mutually approved amendments per Section V of this Agreement.

2. Should the Agreement be amended by mutual consent, the amount specified in Section V will be appropriately adjusted and distributed for the balance of the term of the Agreement in accordance with Section VI(1) of this Agreement.

3. The Foundation shall administer funds in accordance with provision of its corporate Articles and By-Laws that are not in conflict with any applicable HUD rules or regulations, and will fully account for the use and distribution of said funds. The Foundation's Articles of Incorporation and By-Laws are included in this agreement as Exhibit A.

SECTION VII. TERM OF AGREEMENT

1. This Agreement shall begin on **December 1, 2011**, and shall terminate on **November 30, 2016,** unless terminated earlier under provisions of Section VII(2), or extended for an additional term in accordance with provisions or Section VII (3).

2(a). The County may terminate this contract for inadequate performance by the Foundation after providing written notification of such inadequate performance, and failure of the Foundation to correct performance deficiencies within thirty (30) days after such notification. In the event of such termination, the County shall be obligated to pay the Foundation only for services rendered through the date of termination of the Agreement, and only payable if available from the CDBG, HOME, or SHIP Programs.

2(b). The County and Foundation may mutually or by individual action terminate this Agreement upon a ten (10) day written notice from one party to the other in the event Federal/State funds associated with this Agreement cease to be made available to the County, thereby rendering the County unable to meet the financial obligations of this Agreement. Should such action become necessary, the County shall pay the Foundation for services rendered through the date of termination, and only payable if available from the CDBG, HOME, or SHIP Program.

3. The County and Foundation reserve the right to, upon mutual written consent, extend the terms, conditions, and provision of this Agreement for an additional five (5) year increment thereafter, subject to termination for cause as described in Section VII(2) of this Agreement.

SECTION VIII. LEASE OF EQUIPMENT

1. The County shall lease to the Foundation at nominal cost of $1.00 per year payable upon contract execution, the equipment, furnishings and vehicles listed in Exhibit B of this Agreement. The equipment, furnishings and vehicles were procured with Community Development Block Grant (CDBG) funds and must therefore be utilized for such purposes. Such equipment, furnishings and vehicles cannot be used by the County for meeting its general government responsibilities, per 24 CFR 570.207.

2. Said equipment and furnishings shall be inventoried jointly by the County and Foundation representatives at the time of lease. The Foundation shall be fully responsible for the maintenance, operative and insurance costs associated with the equipment and furnishings, and upon termination of this Agreement, equipment, furnishings and vehicles shall be returned to the County by the Foundation in good repair, less allowance for reasonable use during the term of this Agreement.

3. This Agreement shall serve as the formal lease of equipment, furnishings, and vehicles listed in Exhibit B of this Agreement and the term of such lease shall be exactly the same as this Agreement.

SECTION IX. INSURANCE AND INDEMNIFICATION

1. The Foundation is an independent contractor and shall not represent in any matter that The Foundation is an employee of the County in performing any of the aforementioned activities or services. This Agreement is not intended to create an employer-employee partnership or joint venture relationship between County and The Foundation or its respective directors, officers, employees, or agents. The County shall not exercise control or direction over the manner by which The Foundation, its employees, or representatives conduct any activities or services pursuant to this Agreement, except as otherwise outlined in this Agreement for compliance with applicable federal, state and local law and regulations.

2. The Foundation agrees to save harmless, indemnify, and defend the County and its agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs 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 Work done by The Foundation under this Agreement or by any person, firm or corporation to whom any portion of this work is subcontracted by The Foundation or resulting from the use by The Foundation, or by anyone for whom The Foundation is legally liable, of any materials, tools, machinery or other property of the County. The County and The Foundation agree the first $100.00 of the contract amount paid by the County to The Foundation shall be given as separate consideration for this indemnification, and any other indemnification of the County by The Foundation provided for within this Agreement, the sufficiency of such separate consideration being acknowledged by The Foundation's acceptance and execution of the Agreement. The Foundation'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 Foundation 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 made. Such payment on 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.

3. Before starting and until termination of this Agreement, The Foundation shall procure and maintain insurance of the types and to the limits specified in this section. Such insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the County for its protection.

The Foundation shall procure and maintain the following described insurance, except for coverage's specifically waived by the County, on policies and with insurers with an A. M. Best Company Rating of at least A- with a minimum financial size of VIII, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by The Foundation, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

4. The Foundation shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Foundation. The County does not represent these types or amounts of insurance are sufficient or adequate to protect the Foundation's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Foundation's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this Agreement.

The Foundation waives its right of recovery against the County to the extent permitted by its insurance policies.

The Foundation's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Foundation is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Foundation or any other insurance of the Foundation shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this Agreement.

A. **Workers Compensation Coverage**

The Foundation shall purchase and maintain workers compensation insurance for all workers

compensation obligations imposed by state law and with employers liability limits of at least $100,000 for each accident and $100,000 each employee/ $500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Sections 440.02(13) (d) and 440.10(1)(g), Florida Statutes. The Foundation shall also purchase any other coverage's required by law for the benefit of its employees.

B. General, Automobile and Excess or Umbrella Liability Coverage

The Foundation shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the Insurance Services Office. Minimum limits of $1,000,000 per occurrence for general liability and $1,000,000 for automobile liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

C. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products, and completed operations, independent contractors, contractual liability covering this Agreement, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.
Coverage C, medical payments, is not required.

D. The Foundation is required to continue to purchase products and completed operations coverage, at least to satisfy this Agreement, for a minimum of three (3) years beyond the County's acceptance of renovation or construction project, and hired automobiles and employee non-ownership use.

E. Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. Umbrella coverage shall drop down to provide coverage when the underlying limits are exhausted.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of The Foundation to provide the County with such renewal

certificates may be considered justification for the County to terminate this Agreement.

Certificates should contain the following additional information:

(a) Indicate that Escambia County is an additional insured on the general liability policy.
(b) Include a reference to the project and the Office of Purchasing number.
(c) Disclose any self-insured retentions in excess of $1,000.
(d) Designate Escambia County as the certificate holder as follows:

Escambia County
Office of Purchasing, Room 214
P.O. Box 1591
Pensacola, Florida 32597-1591
Fax (850) 595-4805

(e) Indicate that the County shall be notified at least 30 days in advance of cancellation.
Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Foundation's obligation to fulfill the insurance requirements herein.

If requested by the County, the Foundation shall furnish complete copies of its insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the Foundation shall, at the option of the County, provide an indication of the amount of liability coverage.

G. Endorsements/Additional Insurance

(a) Fidelity/Dishonesty/Liability Coverage for County

Fidelity/dishonesty/liability insurance shall be purchased or extended to cover dishonest acts of the Foundation's employees resulting in loss to the County with minimum limits of $100,000 per occurrence.

Professional Liability/Malpractice/Errors or Omissions Insurance
The Foundation shall purchase and maintain professional liability or malpractice or errors or omissions insurance for officers' and directors' liability, including lender's liability, with minimum limits of $1,000,000 per occurrence.

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.

SECTION X. FOUNDATION ADDRESS

This physical office of the Foundation is located at:
3420 Barrancas Avenue
Pensacola, Florida 32507

The mailing address of the Foundation is:
Post Office Box 18178
Pensacola, Florida 32523-8178

SECTION XI. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION IN DELIVERY OF SERVICES

1. The Foundation agrees to abide by the spirit and intent of 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, familial status, handicap, disability, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by referenced herein.

2. The Foundation shall continually operate as an equal employment opportunity organization as evidenced by the corporation Equal Employment Opportunity Statement executed and appended hereto as Exhibit C of this Agreement.

3. The Foundation agrees to abide by the Equal Employment Opportunity Clause for Contracts subject to Executive Order #11246, as described in Exhibit C attached hereto and made a part thereof.

SECTION XII. PROVISION FOR STAFFING REQUIREMENTS

The Foundation shall provide for the level of staffing required to undertake the services described herein. Said Foundation staff shall not be employees of the County.

SECTION XIII. ACCESS TO RECORDS AND INDEPENDENT AUDIT PROVISIONS

The Foundation's corporate records and accounts shall be annually audited by an independent Certified Public Accountant, and said audit shall be provided to the County on or before the 30th day of March following each operating year of the Foundation.

SECTION XIV. MAINTENANCE OF PROJECT RECORDS

1. The Foundation agrees to maintain personnel, financial, and other records and accounts as

necessary to property account for all funds expended in performance of this contract.

2. These records and accounts shall be subject at all times to inspection, review, or audit by the County, U. S. Department of Housing and Urban Development, Florida Housing Finance Agency, or any other duly authorized representative of the government for a period of three (3) years following the termination of this contract.

SECTION XV. ANNUAL REPORT TO BOARD OF COUNTY COMMISSIONERS

The Foundation shall submit to the Board of County Commissioners on an annual basis, or as otherwise requested by the County, reports concerning the activities and accomplishments of the Foundation during the respective reporting period. The annual report shall be provided to the County prior to July 30 of each year.

SECTION XVI. PROMOTION OF FAIR HOUSING

The Foundation shall promote Fair Housing and equal access to housing in programs and activities under the jurisdiction of the Foundation, and within the community as a whole. The Foundation shall work closely with the Escambia-Pensacola Human Relations Commission in furtherance of Fair Housing in Escambia County, Florida.

SECTION XVII. PROHIBITION OF CONFLICT OF INTEREST

No member or delegate to the Congress of the United States and no Resident Commissioner 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 extend to this Contract if made with the corporation for its general benefit. Except for the use of CDBG/HOME/SHIP funds to pay salaries and other related administrative and personnel costs associated with this Agreement, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is located, and no other public official of such locality or localities who exercises any functions or responsibility 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.

SECTION XIII. MISCELLANEOUS PROVISIONS

1. Foundation and County agree to undertake this contract in conformance with applicable Federal and State laws and regulations at a minimum to include provisions of 24 CFR Part 570 and related provision of law.

2. Exhibits A-C are appended hereto and are part and parcel of this Agreement.

3. The Foundation shall comply with the provisions of the County's Substance Abuse Policy and shall require all employees to comply with same. Further, the Foundation shall provide for and require a Drug Free Workplace as described in the Corporation's Policy appended in Exhibit C of

this Agreement.

4. This contract represents the entire and integrated agreement between the County and the Foundation and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only be written instrument signed by both County and Foundation or in accordance with the provisions contained in the contract document.

5. The Foundation shall cause that in all subcontract work covered by this Agreement, that all provisions requiring compliance with federal, state or local laws be complied with and shall be binding upon each subcontractor.

6. All documents, including, but not limited to, illustrations, estimates, field notes, investigations, design analysis, studies and other data or documents which are obtained or prepared in the performance are to be delivered to the County's representative upon request. The Foundation may retain originals or prepare copies of any of these documents for the Country, provided the copies are provided at the Foundation's expense.

7. The Foundation warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee and that no member of the County has any interest, financial or otherwise in the Foundation or its subcontractors. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8. This contract 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 the 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.

9. 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 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.

10. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and 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.

11. All notices under this contract shall be in writing, and shall be sent by registered mail to the parties at the respected addresses above given.

12. Each individual executing the Agreement on behalf of the corporate 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 resolution of Board of Directors of said party or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

_____

Wilson B. Robertson, Chairman

BCC Approved:_____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

_____

Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____

Title: ACA

Date: 11/2/11

Neighborhood Enterprise Foundation, Inc., a Florida not-for-profit corporation

_____

Title: Executive Director

WITNESSES:

_____

Print Name: Pat Chunn

_____

Print Name: Brent Wipf

Authorized by Neighborhood Enterprise Foundation, Inc., Board of Directors on: October 25, 2011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1773 **County Administrator's Report Item #: 14. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Acquisition of Property Along Camp Road and Pine Barren Road, Escambia County, FL, Owned by RMS Timberlands, LLC
From: Patrick T. Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property, Totaling Approximately 14.81 Acres, Located Along Camp Road and Pine Barren Road, Escambia County, Florida, Owned by RMS Timberlands, LLC - 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, owned by RMS Timberlands, LLC:

A. Authorize the purchase of the property from RMS Timberlands, LLC, for $52,879, under the terms and conditions described in the Real Estate Sales Contract; and

B. 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]

CONTRACT TO BE DISTRIBUTED UNDER SEPARATE COVER

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 in favor of Escambia County purchasing 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.

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 Acquistion and Solid Waste Management Department will move forward to acquire the property.

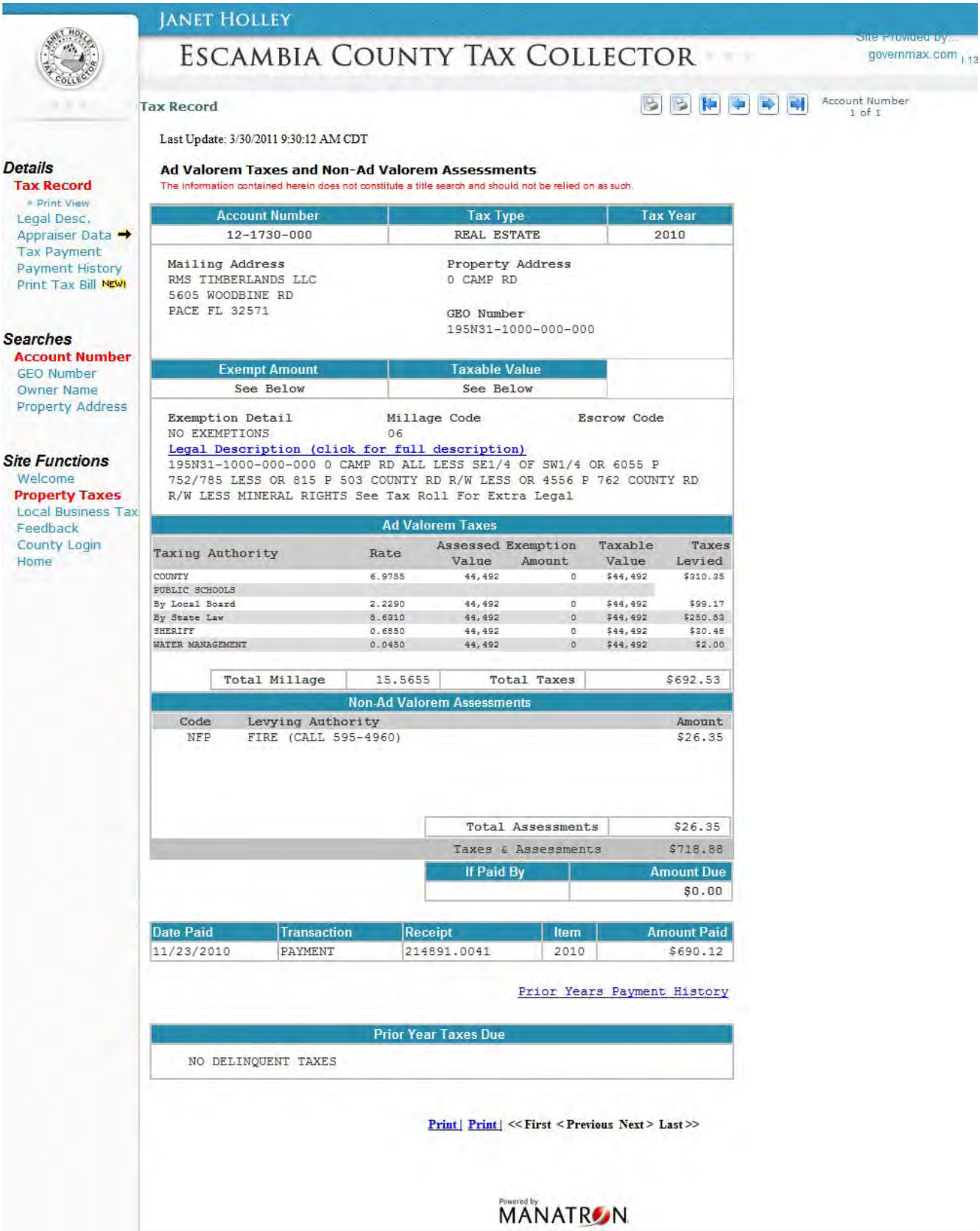
Attachments

Property Description and Sketch

Exhibit A Survey Description

Camp Rd Property Aerial

Camp Road Property Appraisal



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Site Provided by... governmax.com

Tax Record

Account Number 1 of 1

Last Update: 3/30/2011 9:30:12 AM CDT

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

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	0.6850	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

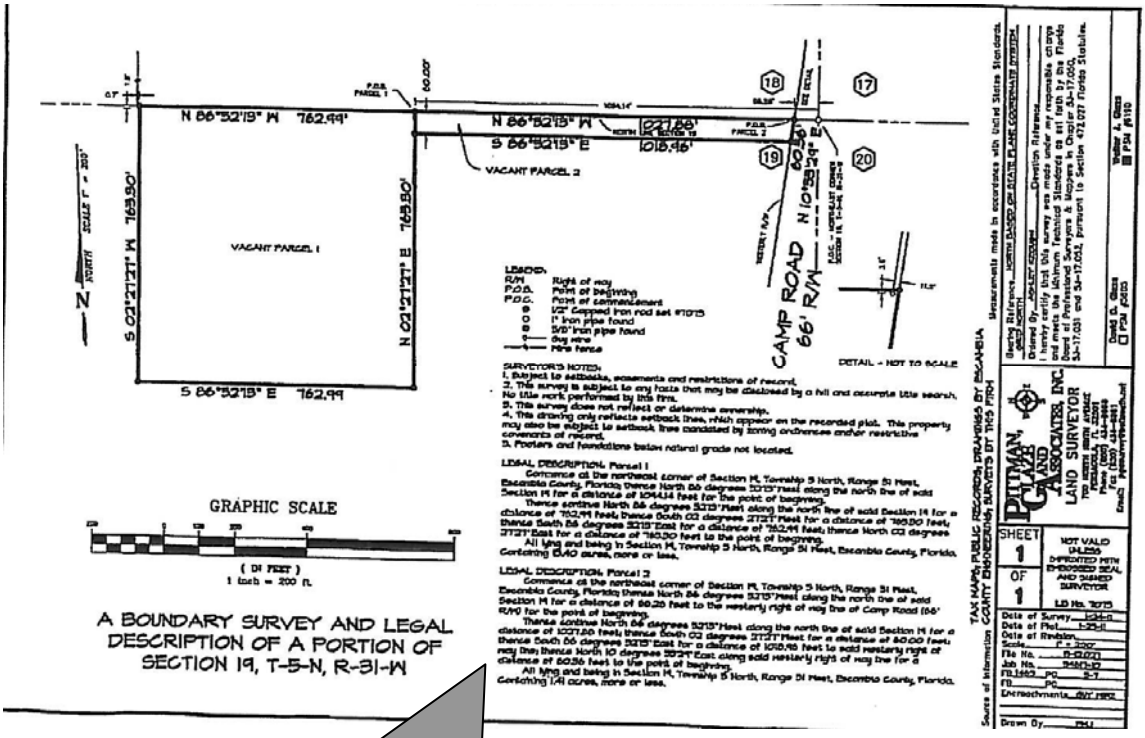
Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

Print | Print | << First < Previous Next > Last >>

Powered by MANATRON



LEGAL DESCRIPTION: Parcel 1

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 1094.14 feet for the point of beginning.

Thence continue North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 762.99 feet; thence South 03 degrees 21'21" West for a distance of 165.80 feet; thence South 86 degrees 52'19" East for a distance of 762.99 feet; thence North 03 degrees 21'21" East for a distance of 165.80 feet to the point of beginning.

All lying and being in Section 19, Township 5 North, Range 31 West, Escambia County, Florida. Containing 0.40 acres, more or less.

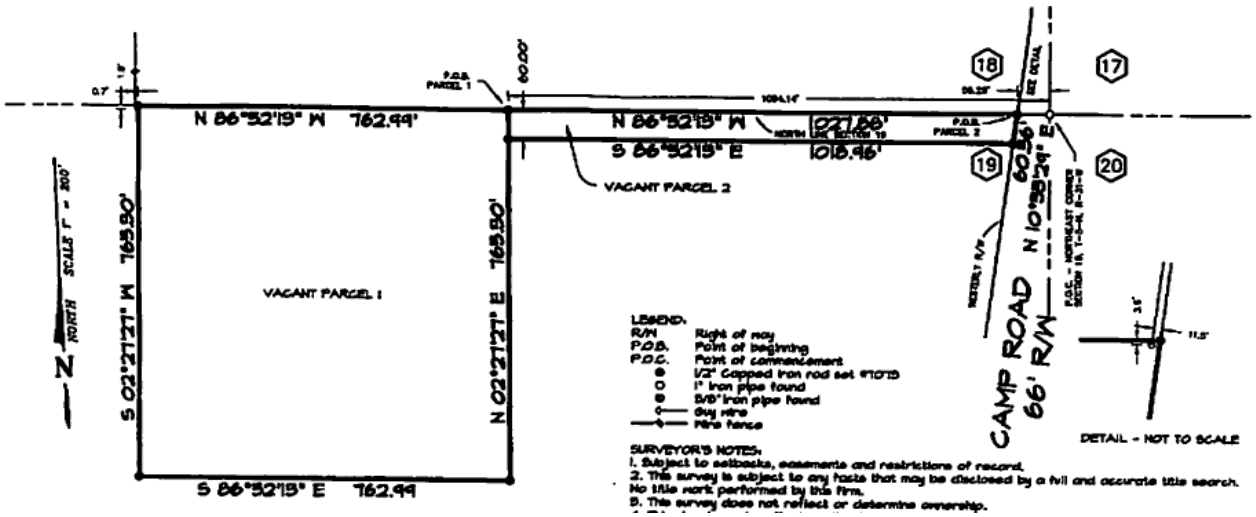
LEGAL DESCRIPTION: Parcel 2

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 60.26 feet to the westerly right of way line of Camp Road (66' R/W) for the point of beginning.

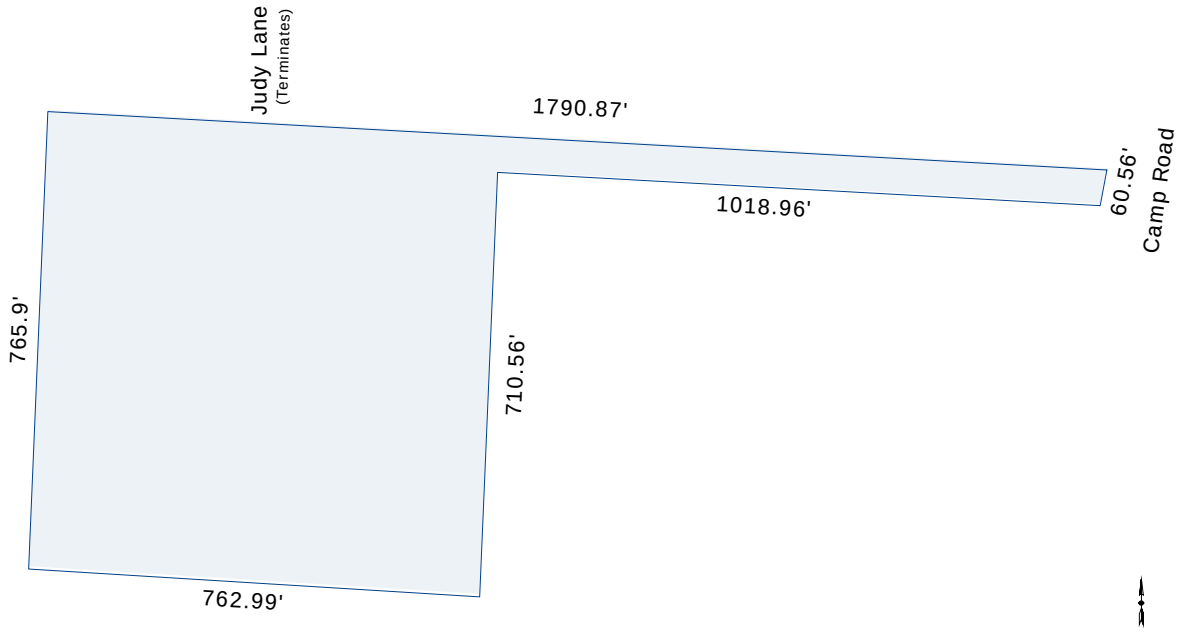
Thence continue North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 1027.88 feet; thence South 03 degrees 21'21" West for a distance of 60.00 feet; thence South 86 degrees 52'19" East for a distance of 1018.95 feet to said westerly right of way line; thence North 10 degrees 38'24" East along said westerly right of way line for a distance of 60.36 feet to the point of beginning.

All lying and being in Section 19, Township 5 North, Range 31 West, Escambia County, Florida. Containing 1.41 acres, more or less.

SURVEY OF ACQUISITION

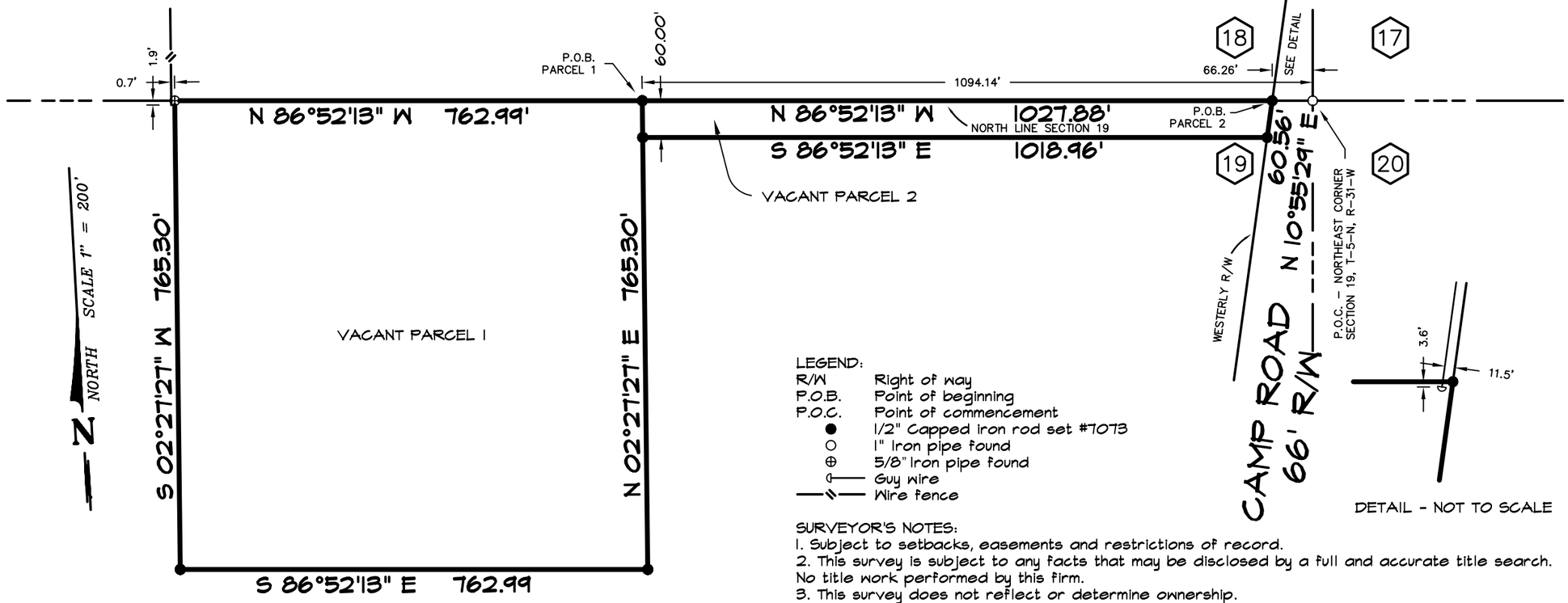


PROPERTY SKETCH OF ACQUISITION



TAKING SITE AREA – 14.81 Acres (+/-)

EXHIBIT "A"



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
●	1/2" Capped iron rod set #7073
○	1" Iron pipe found
⊕	5/8" Iron pipe found
—⟍—	Guy wire
—≈—	Wire fence

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey 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 survey 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.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION: Parcel 1

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'13" West along the north line of said Section 19 for a distance of 1094.14 feet for the point of beginning.

Thence continue North 86 degrees 52'13" West along the north line of said Section 19 for a distance of 762.99 feet; thence South 02 degrees 27'27" West for a distance of 765.30 feet; thence South 86 degrees 52'13" East for a distance of 762.99 feet; thence North 02 degrees 27'27" East for a distance of 765.30 feet to the point of beginning.

All lying and being in Section 19, Township 5 North, Range 31 West, Escambia County, Florida. Containing 13.40 acres, more or less.

LEGAL DESCRIPTION: Parcel 2

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'13" West along the north line of said Section 19 for a distance of 66.26 feet to the westerly right of way line of Camp Road (66' R/W) for the point of beginning.

Thence continue North 86 degrees 52'13" West along the north line of said Section 19 for a distance of 1027.88 feet; thence South 02 degrees 27'27" West for a distance of 60.00 feet; thence South 86 degrees 52'13" East for a distance of 1018.96 feet to said westerly right of way line; thence North 10 degrees 55'29" 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 19, Township 5 North, Range 31 West, Escambia County, Florida. Containing 1.41 acres, more or less.

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)

1 inch = 200 ft.

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 19, T-5-N, R-31-W

Source of information TAX MAPS; PUBLIC RECORDS; DRAWINGS BY ESCAMBIA COUNTY ENGINEERING; SURVEYS BY THIS FIRM

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM GRID NORTH

Ordered By ASHLEY KEOUGH Elevation Reference

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.

David D. Glaze
☐ PSM #5605

Walter J. Glaze
■ PSM #6190

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYOR
700 NORTH NINTH AVENUE
PENSACOLA, FL 32501
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1

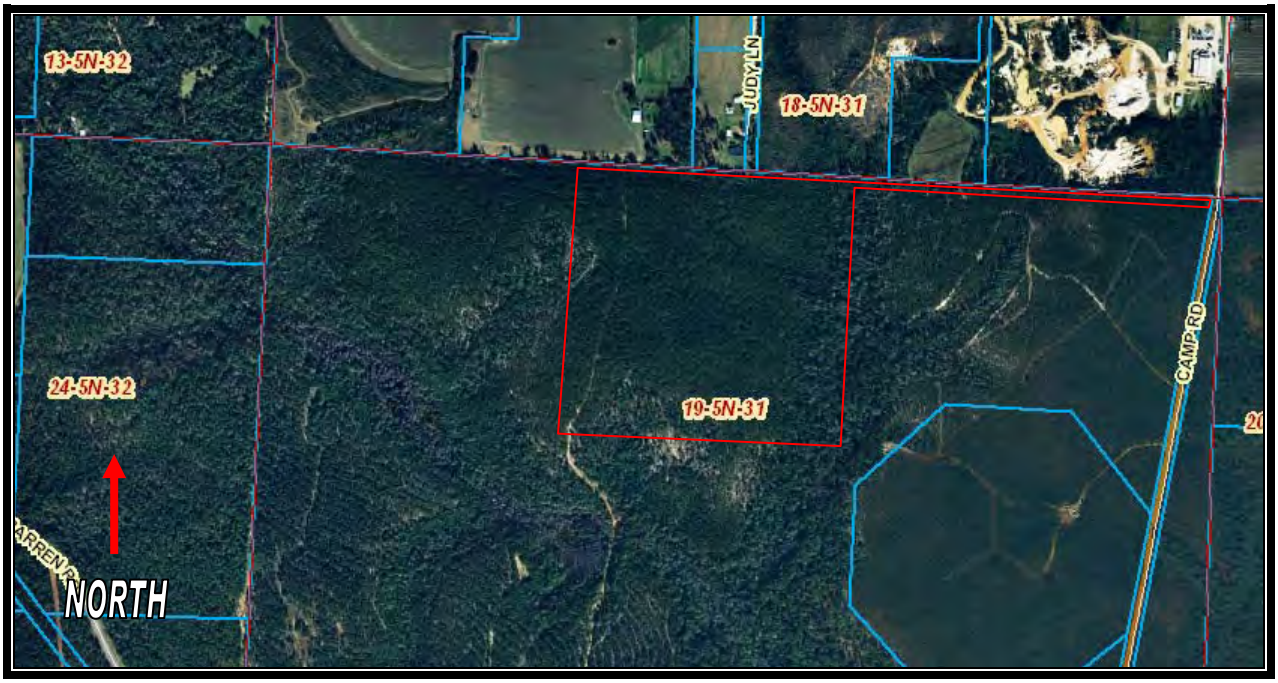
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED SURVEYOR

LB No. 7073

Date of Survey 1-24-11
Date of Plat 1-25-11
Date of Revision
Scale 1" = 200'
File No. B-12,027
Job No. 34617-10
FB 1463 PG 5-7
FB PG
Encroachments GUY WIRE

Drawn By PMJ

AERIAL MAP OF THE AREA TO BE ACQUIRED



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 M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

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.

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,

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

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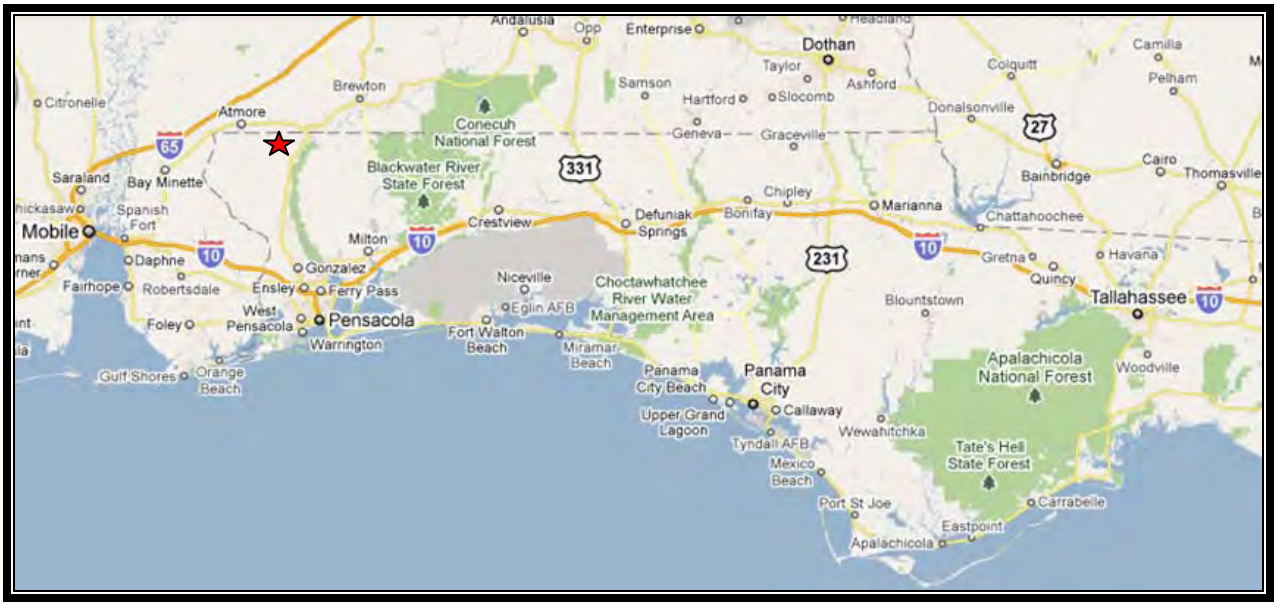
SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

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

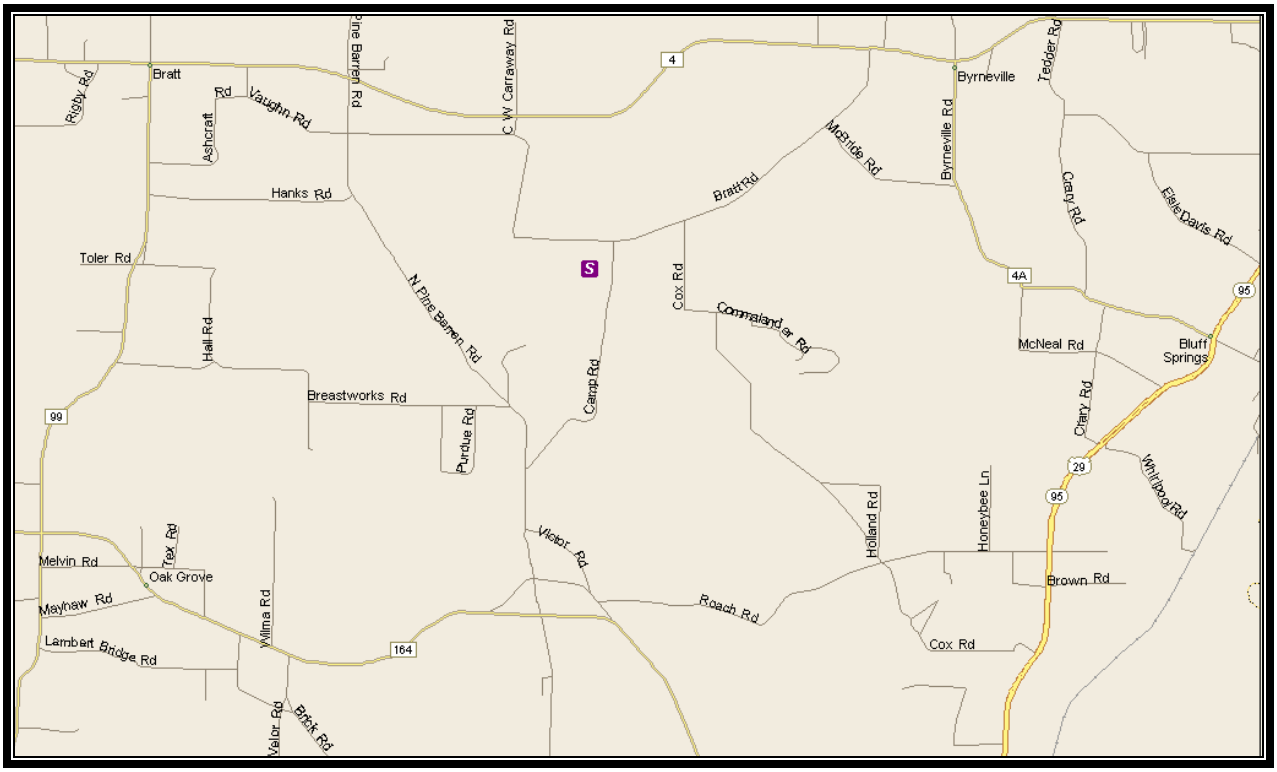


View of the Florida Panhandle

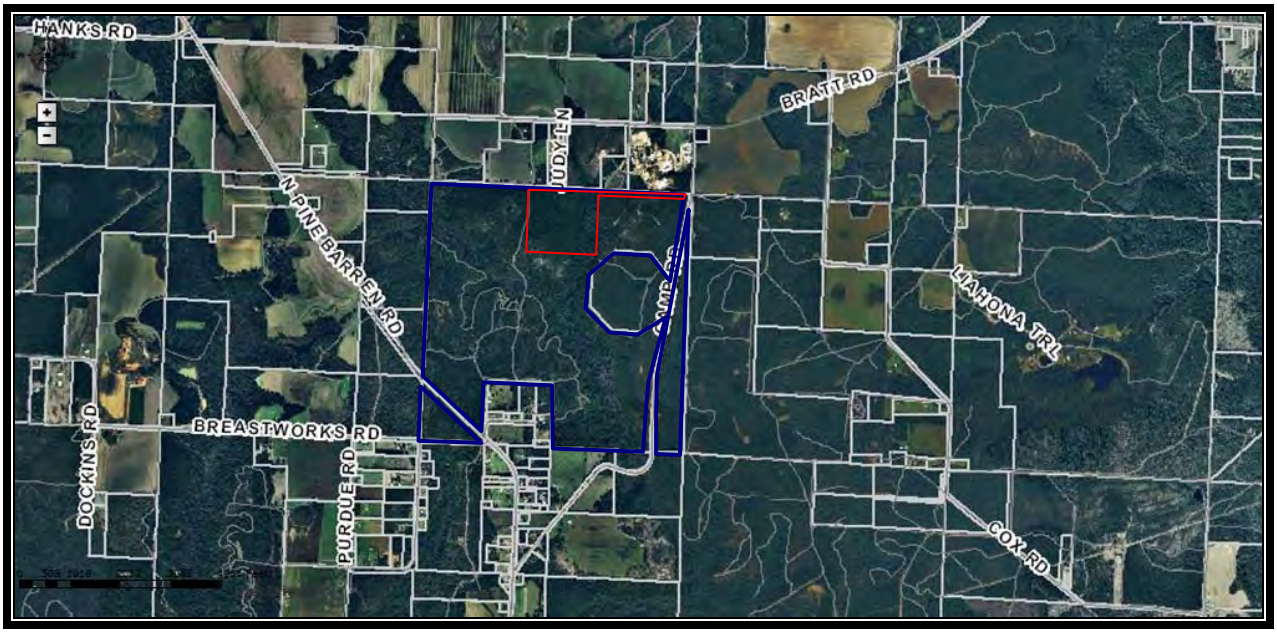
LOCATION MAPS OF THE SUBJECT PROPERTY

View of subject location in Escambia County

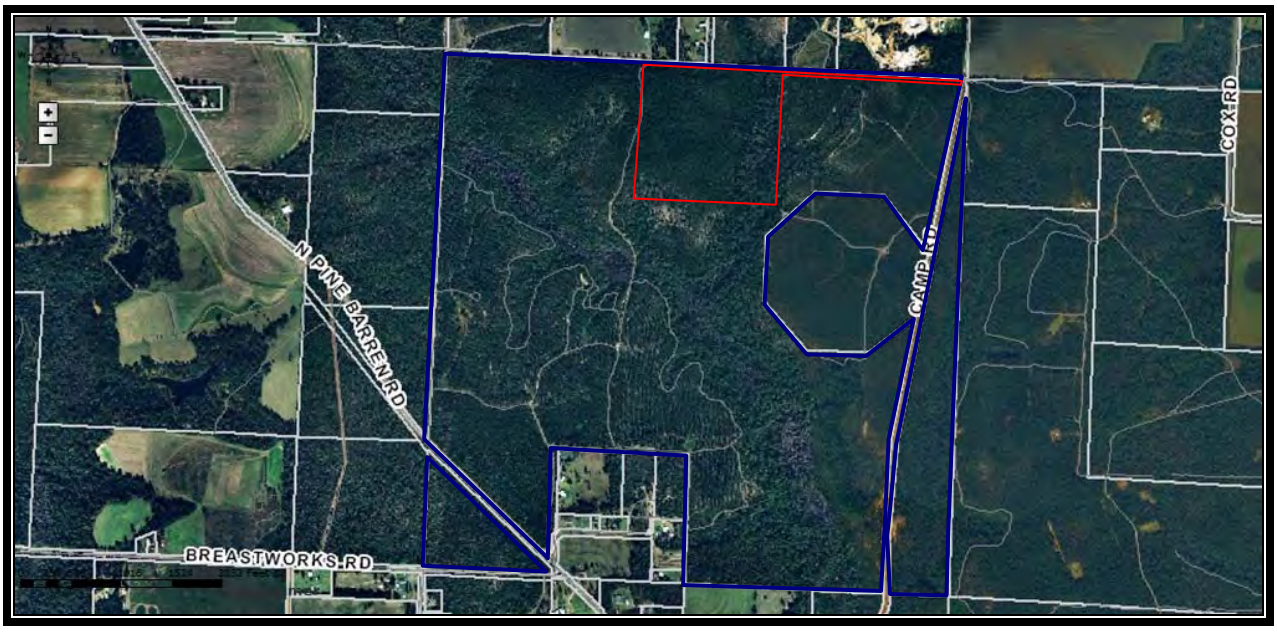
LOCATION MAPS OF THE SUBJECT PROPERTY



AERIAL MAP INCLUDING THE SUBJECT PROPERTY

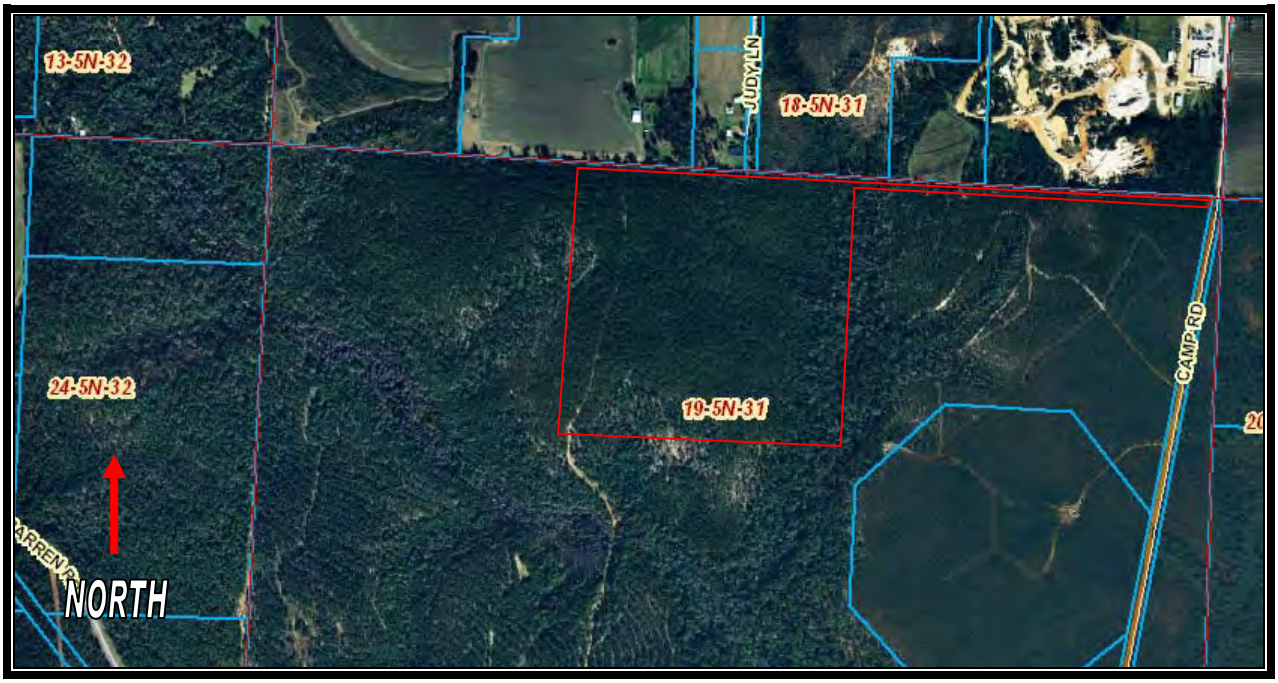


The parent parcel is blue; The acquisition is in red

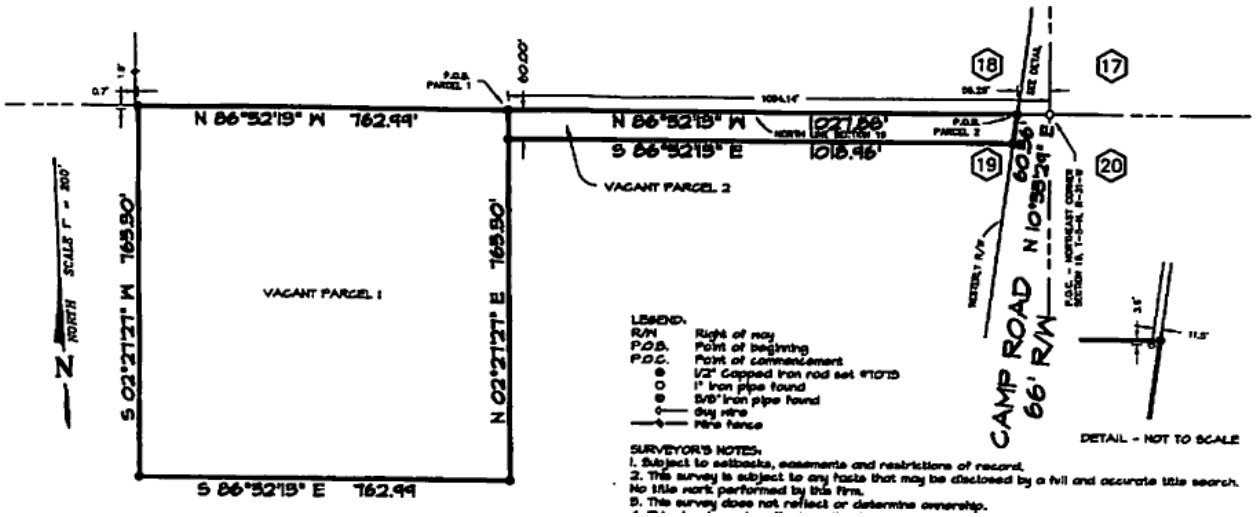


The parent parcel is blue; The acquisition is in red

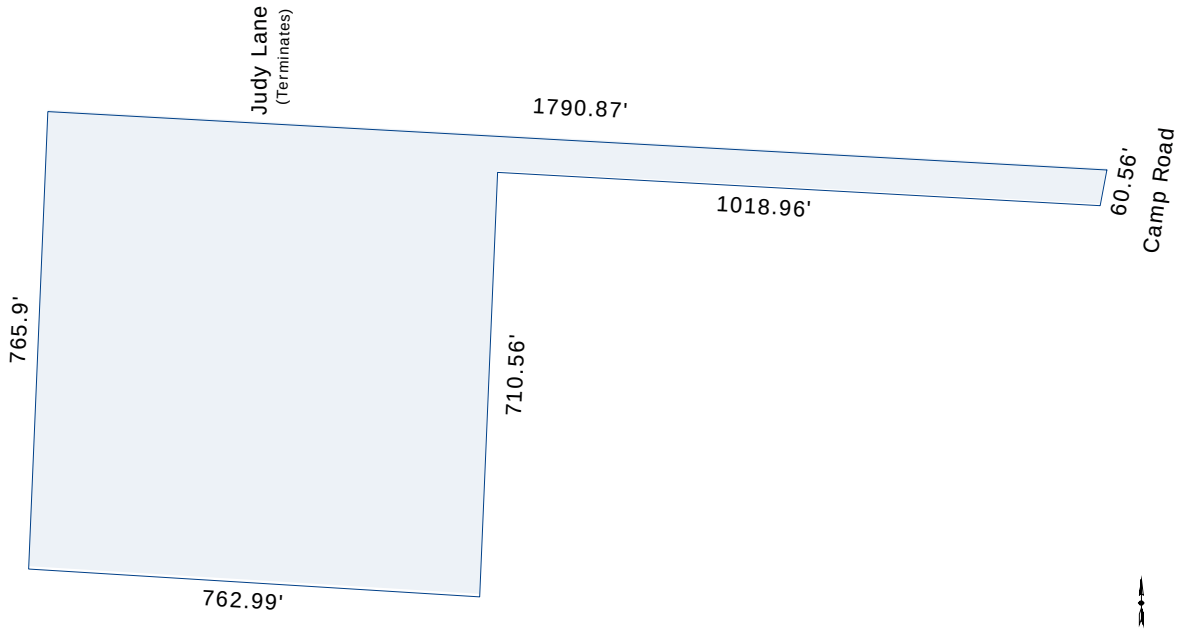
AERIAL MAP OF THE AREA TO BE ACQUIRED



SURVEY OF ACQUISITION

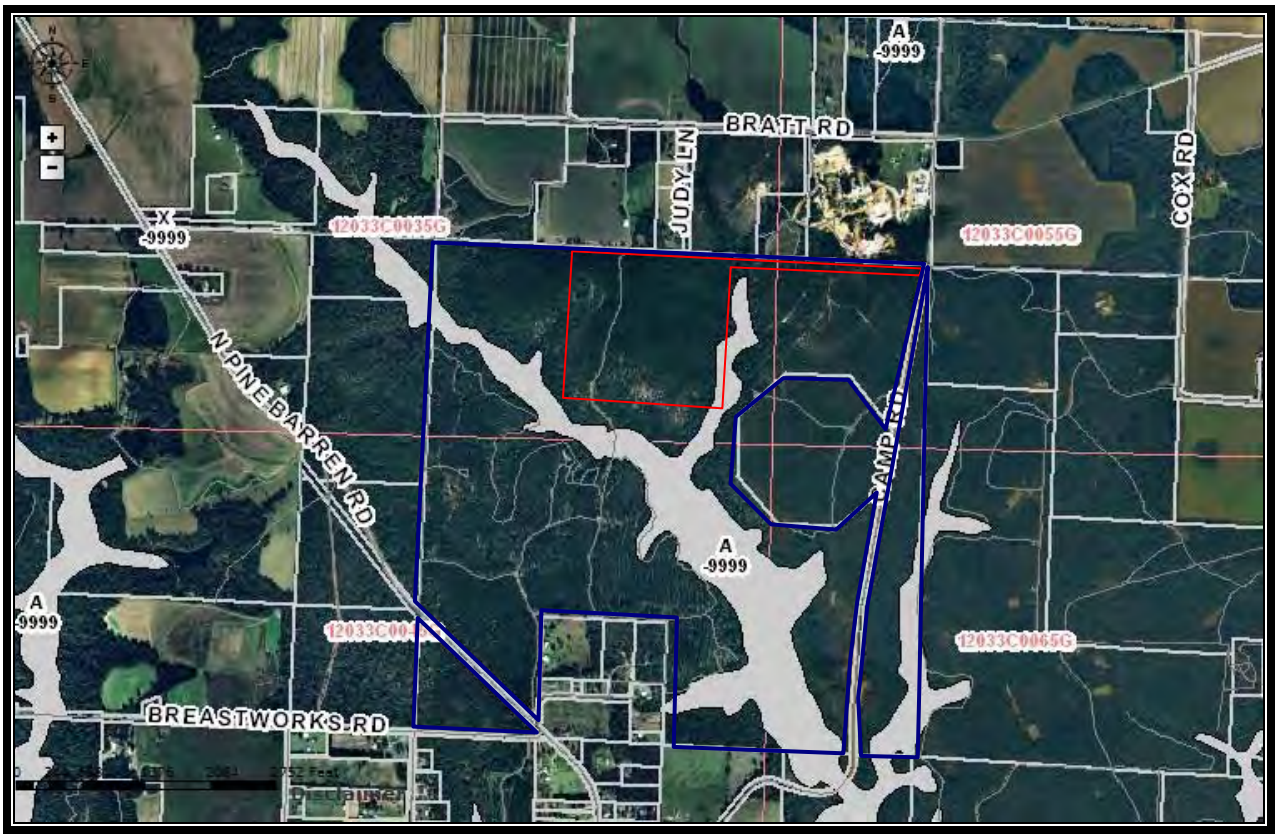


PROPERTY SKETCH OF ACQUISITION



TAKING SITE AREA – 14.81 Acres (+/-)

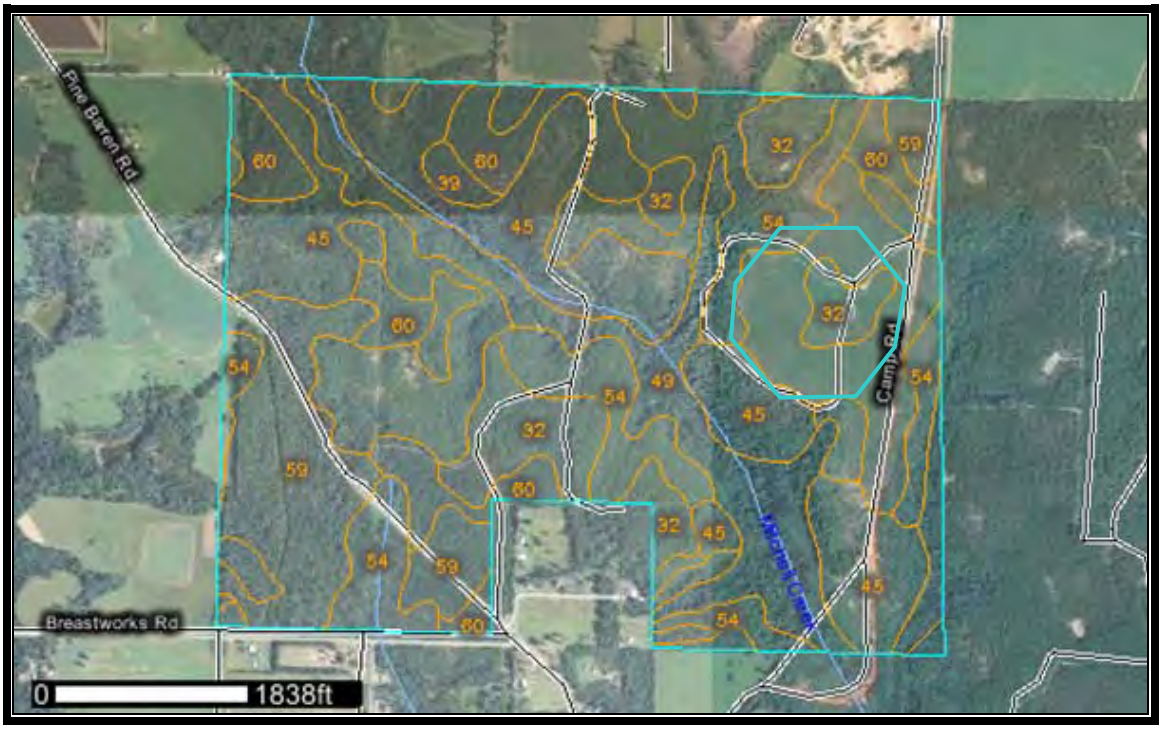
GIS MAP DEPICTING FLOOD ZONES AND INCLUDING THE SUBJECT PROPERTY

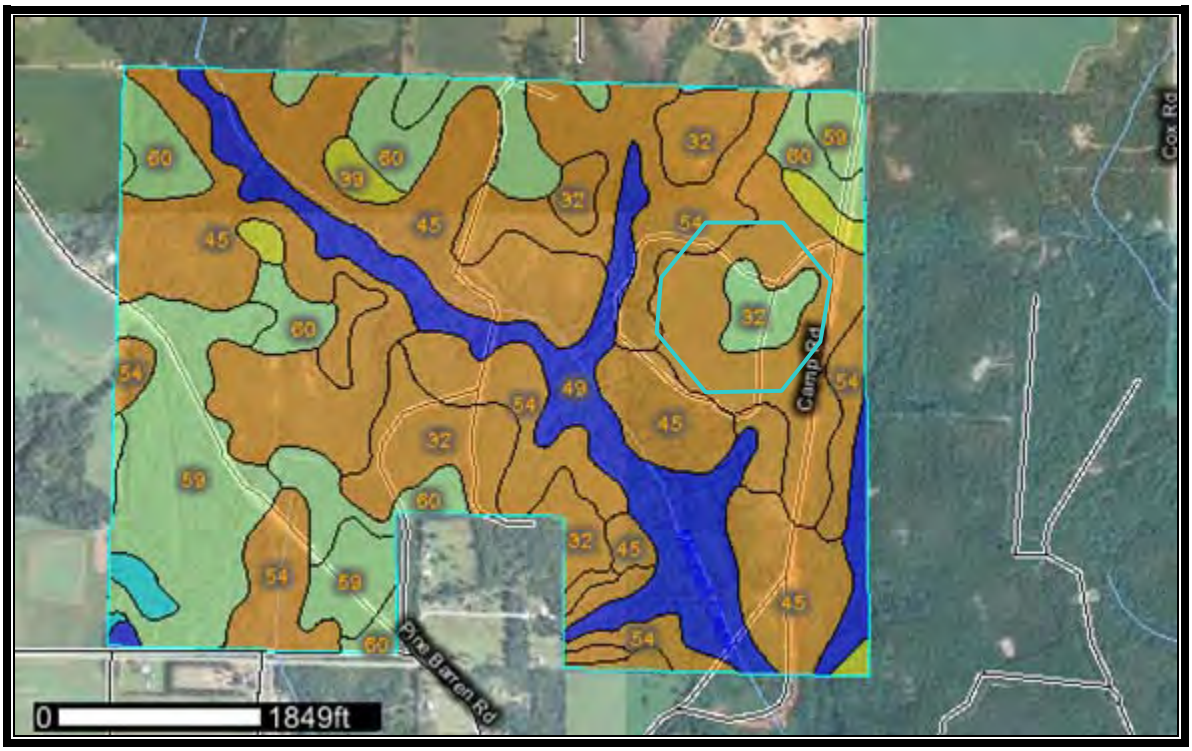


Flood Map Panel Nos. 12033C0035G, 0055G, 0065G and 0045G

.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.

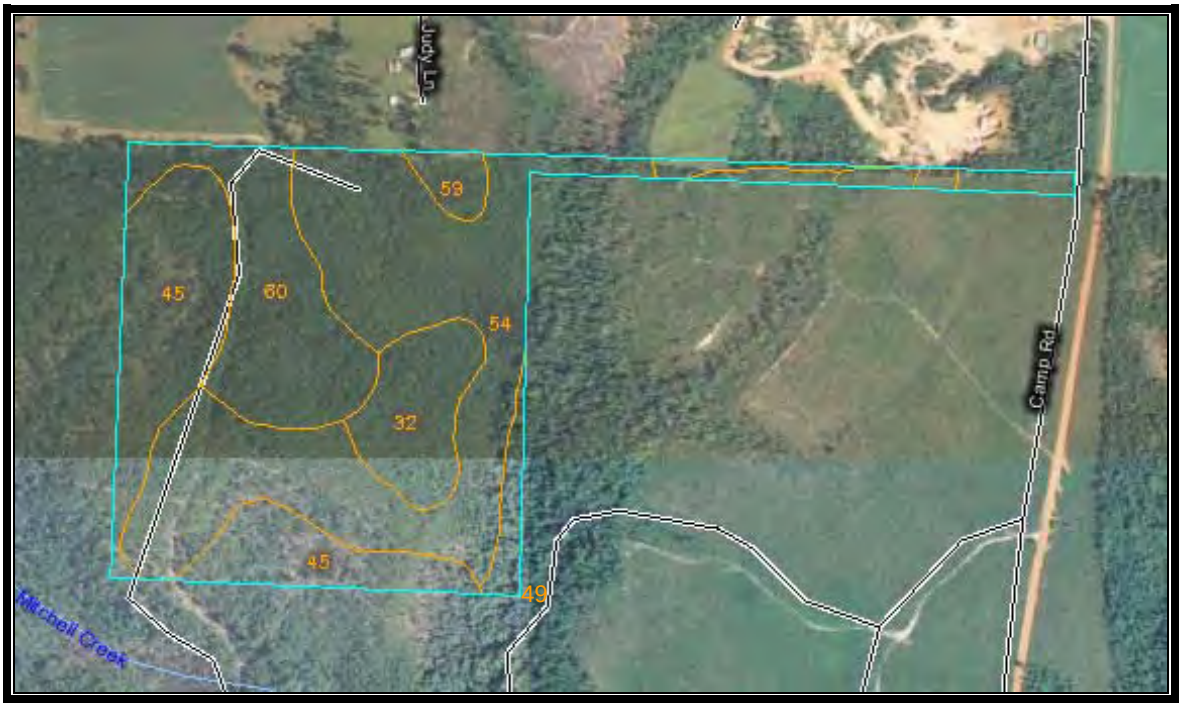
SOIL MAP OF SUBJECT PROPERTY

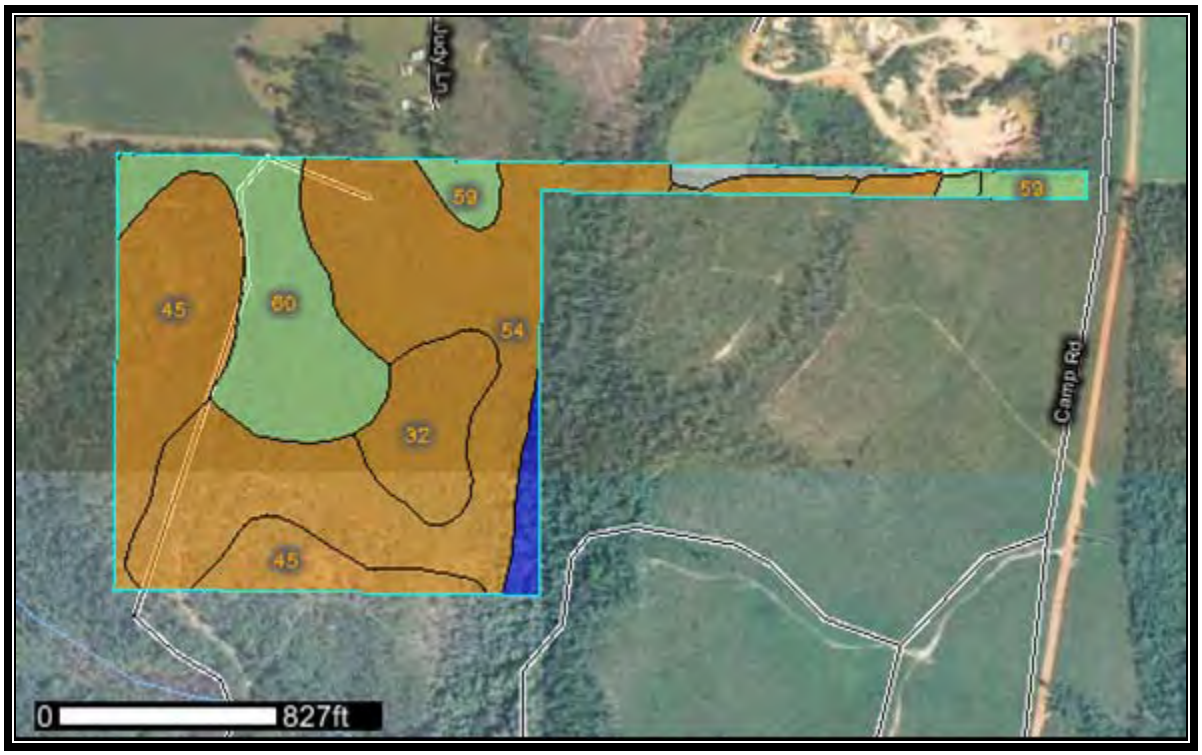




The parent parcel is approximately 15% wet, per soil mapping

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 fanning 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.*

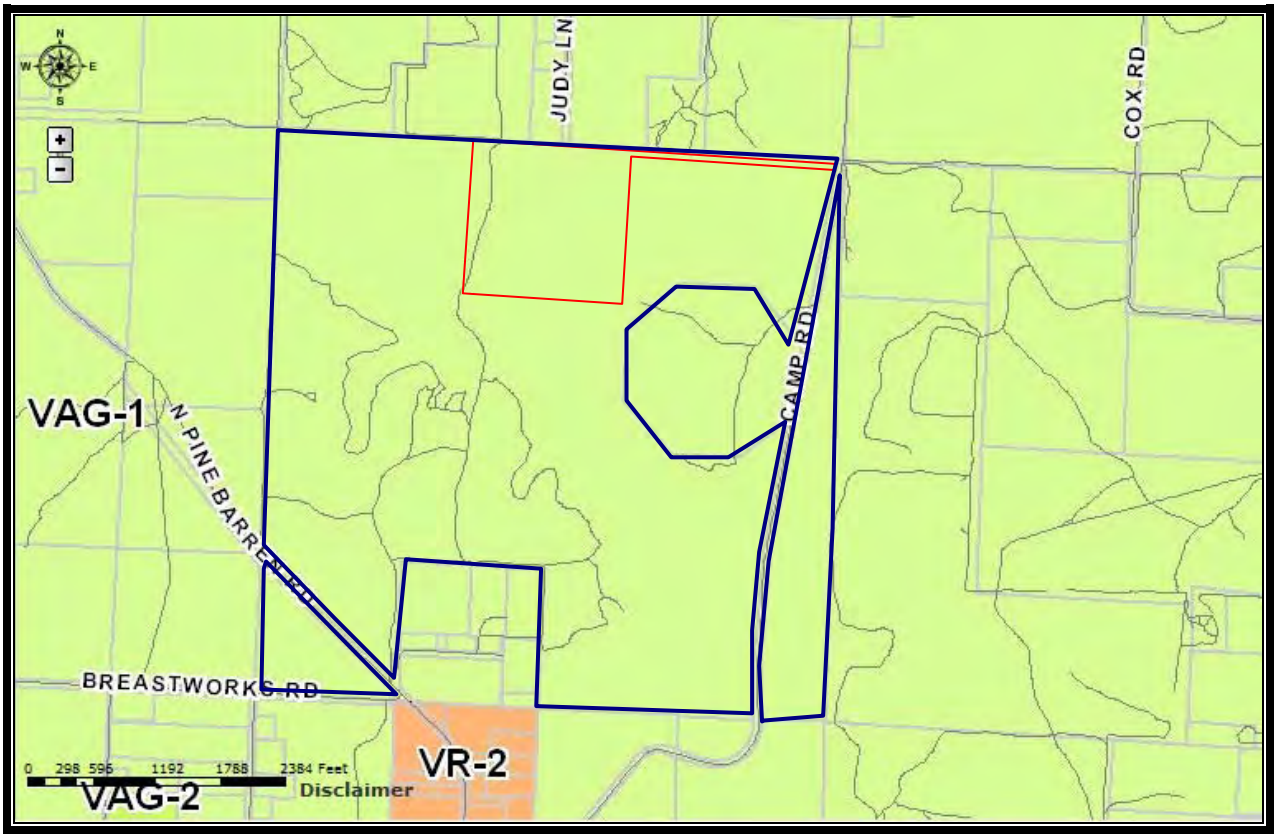
- Any deed or gift of any parcel of land given without valuable consideration to any member of the donor's immediate family shall be exempted from the minimum lot area requirements. The deeding option shall be limited to one time only for each immediate family member.
- Public utility uses, animal hospitals, 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.

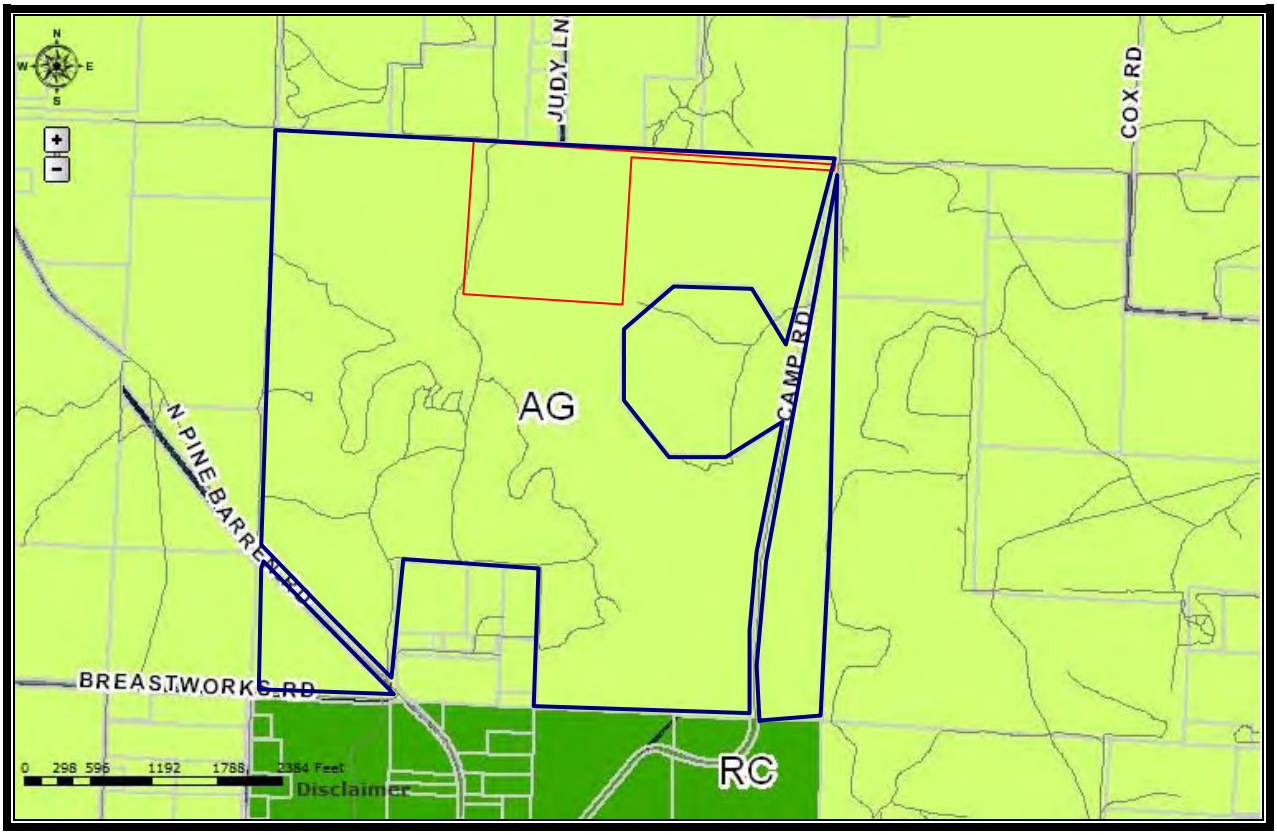
COUNTY ZONING MAP INCLUDING THE SUBJECT PROPERTY



The parent parcel is outlines in blue above; The taking is above 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 outlines 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 ±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 ±1,600) approximately 6-miles (+/-) northeast; Atmore, Alabama (population ±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.

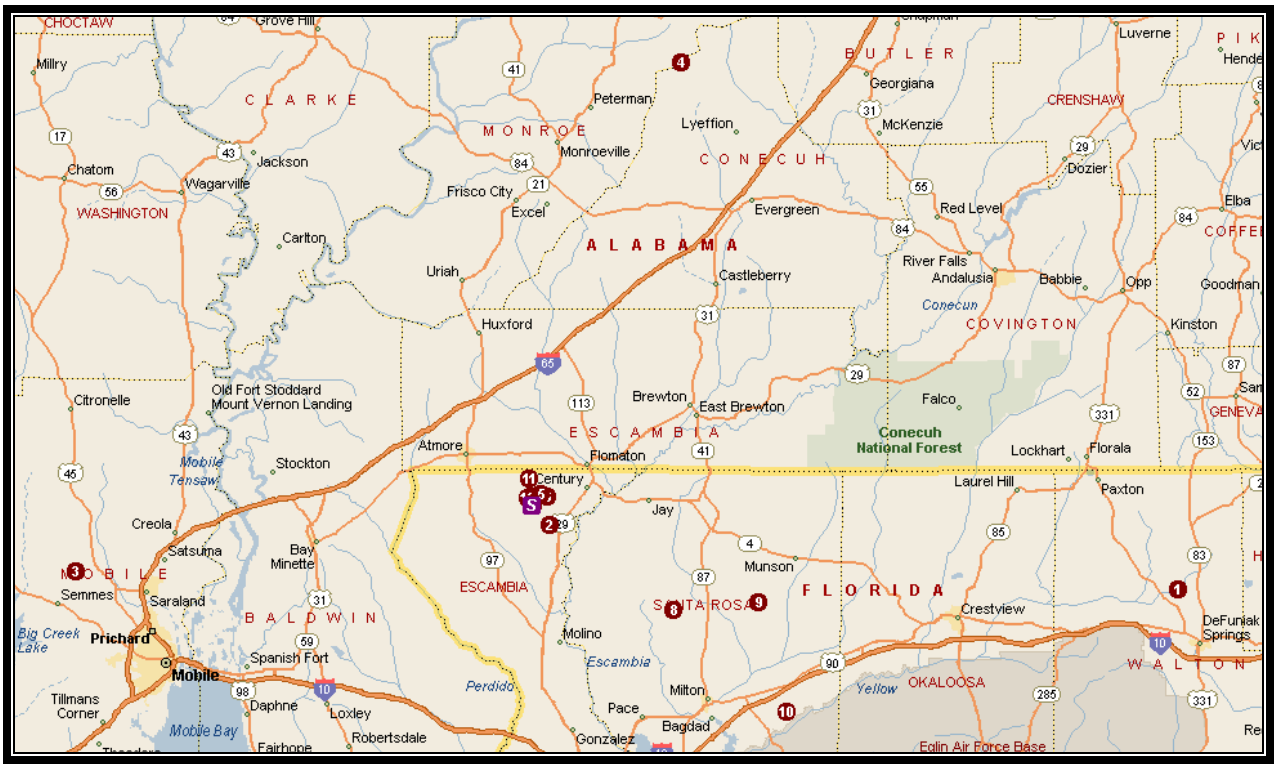
VALUATION OF PARENT TRACT - APPROACHES TO VALUE

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.

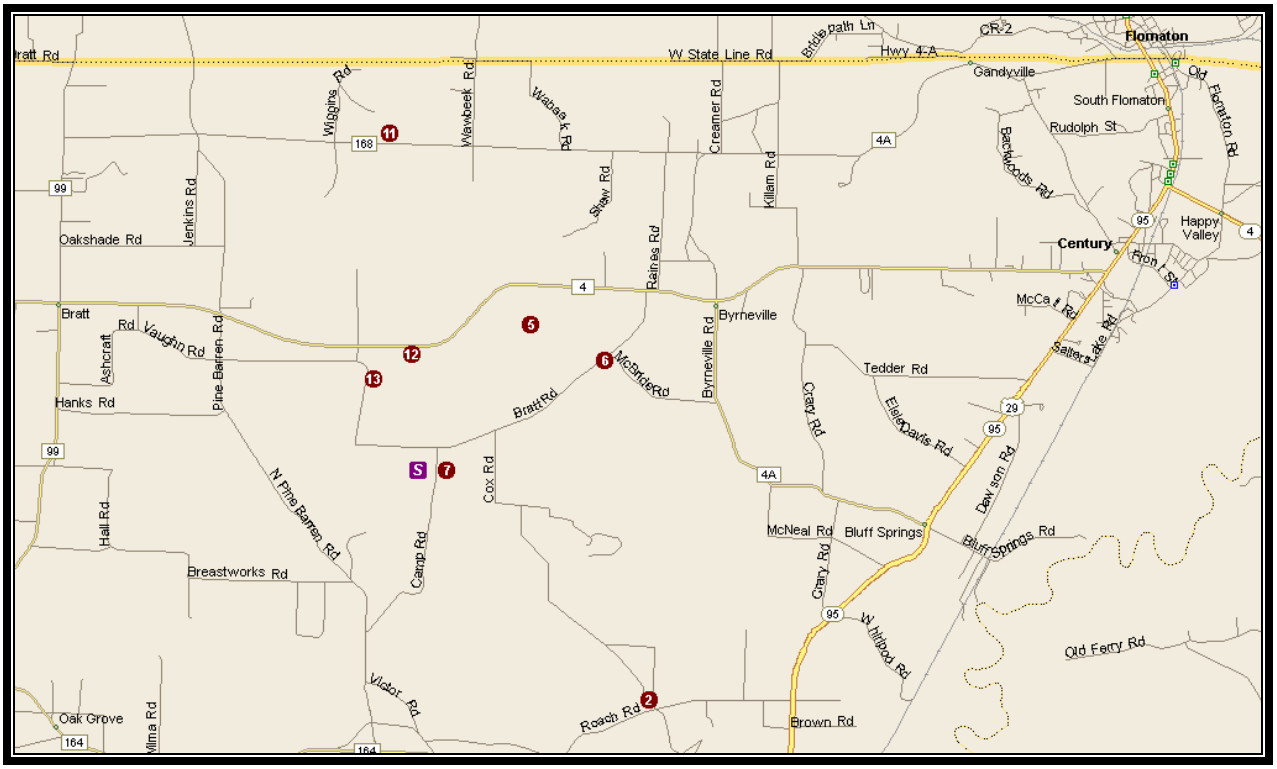
VALUATION OF PARENT TRACT - LAND VALUE ANALYSIS

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

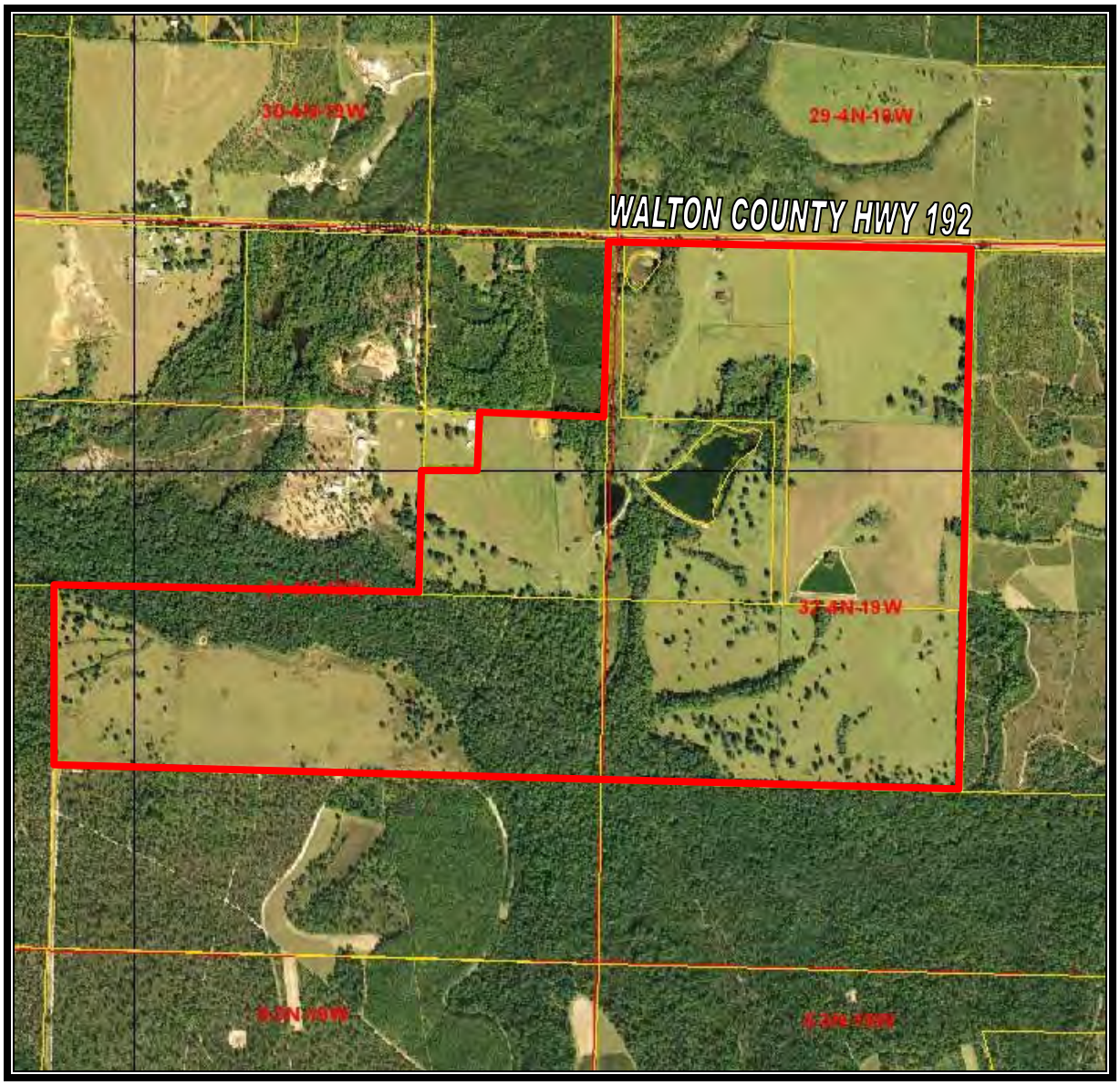
Land Sale No. 1 (Cont'd)

Remarks

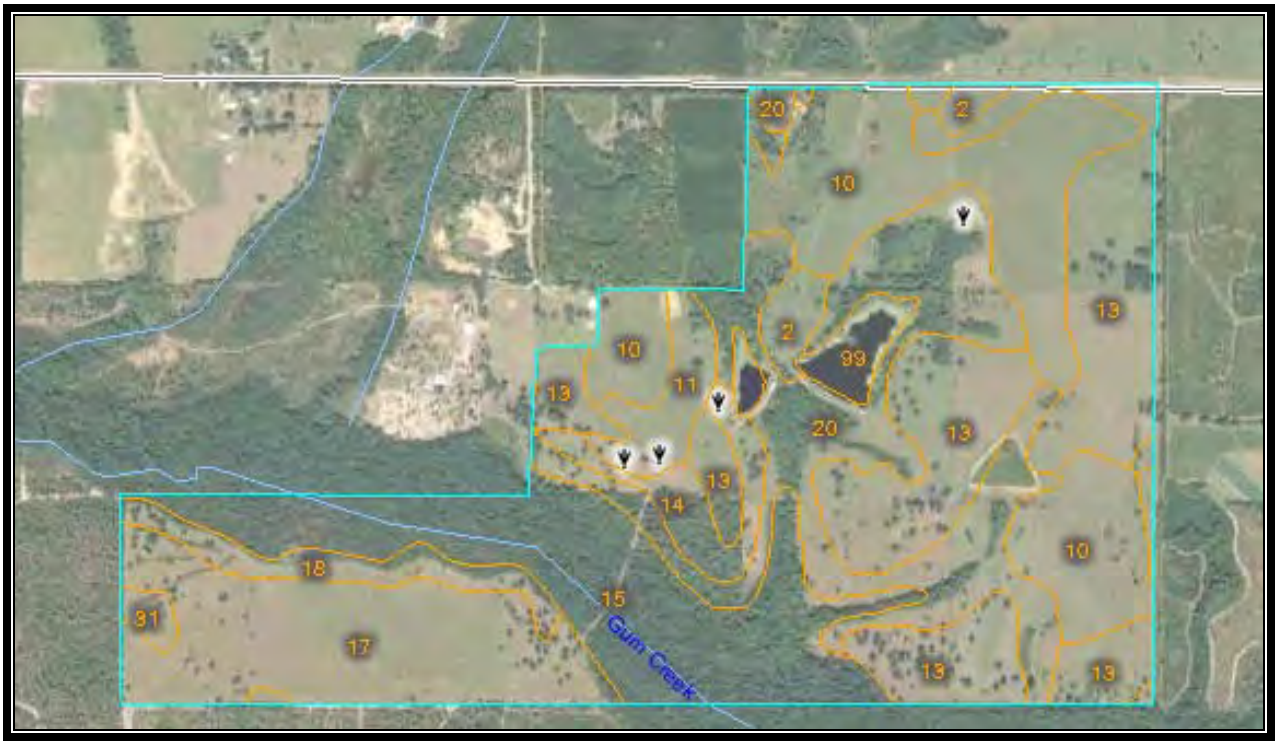
This is a recent sale of approximately 396.14-acres (+/-) of vacant land located along the south side of County Highway 192, in Walton County Florida. The property is identified by the Walton County Appraisers Office by the following 5 parcel numbers; 32-4N-19-20000-004-0000, 32-4N-19-20000-002-0000, 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. Sever 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

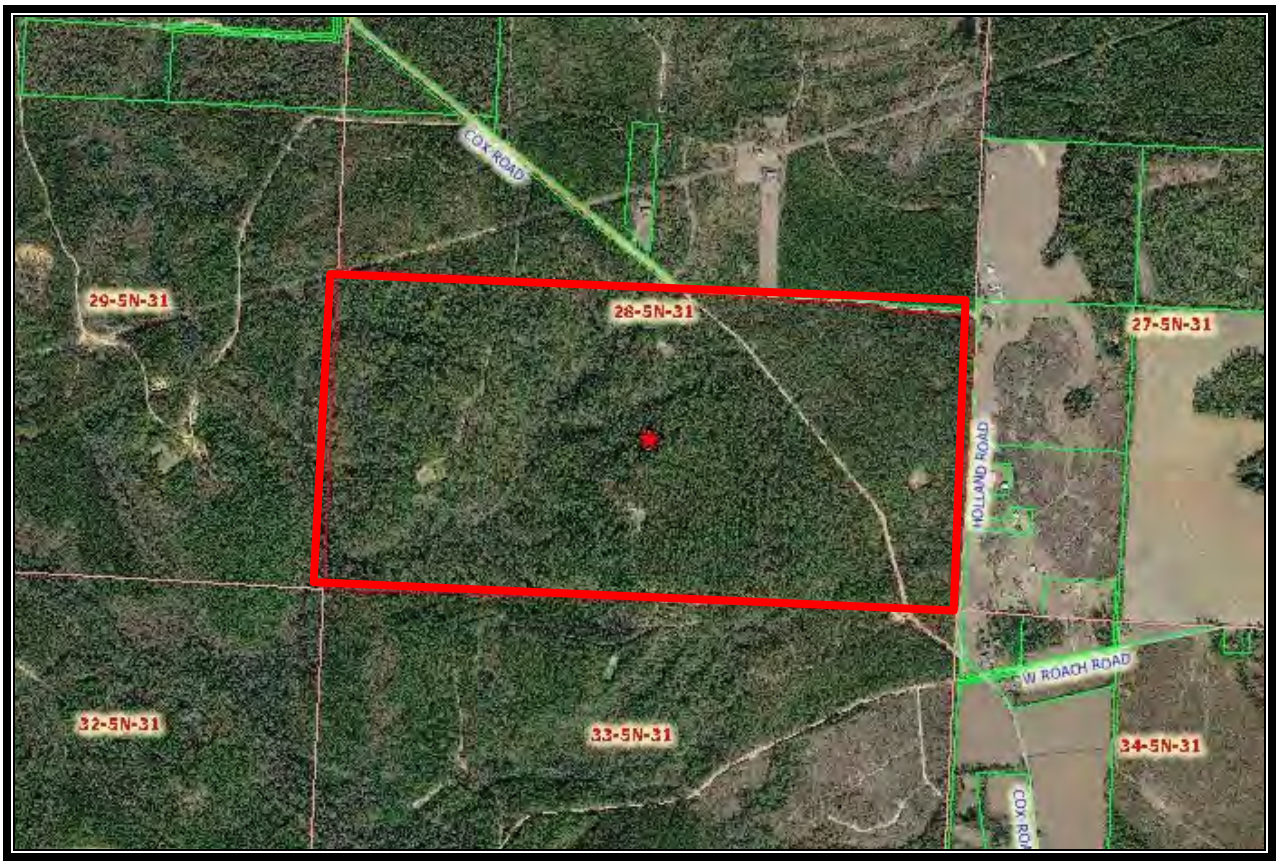
Land Sale No. 2 (Cont'd)

Remarks

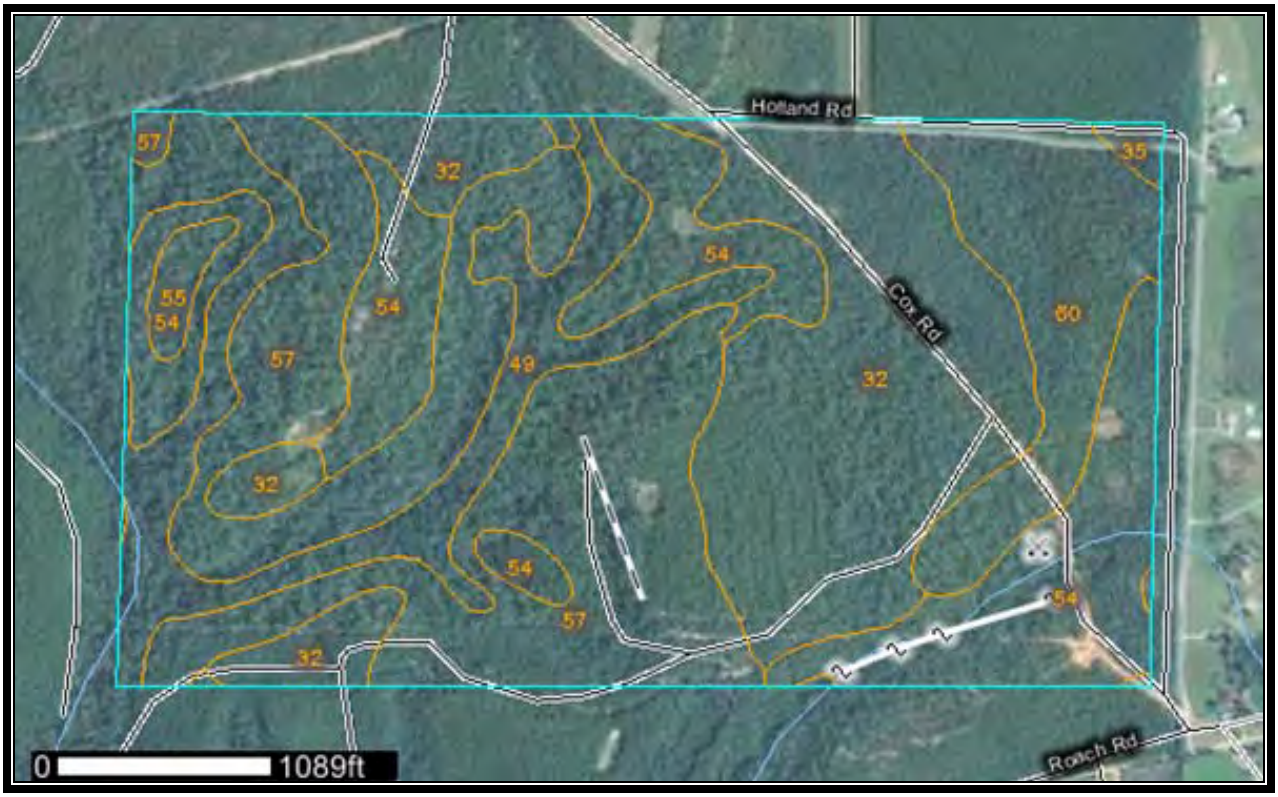
This is a recent sale of vacant acreage located along the south and west sides of Holland Road, just north of its intersection with Roach Road near Century, FL. According to aerial mapping, the site is bisected by Cox Road. However, Cox Rd. through the site is gated and locked on both sides of the tract. 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

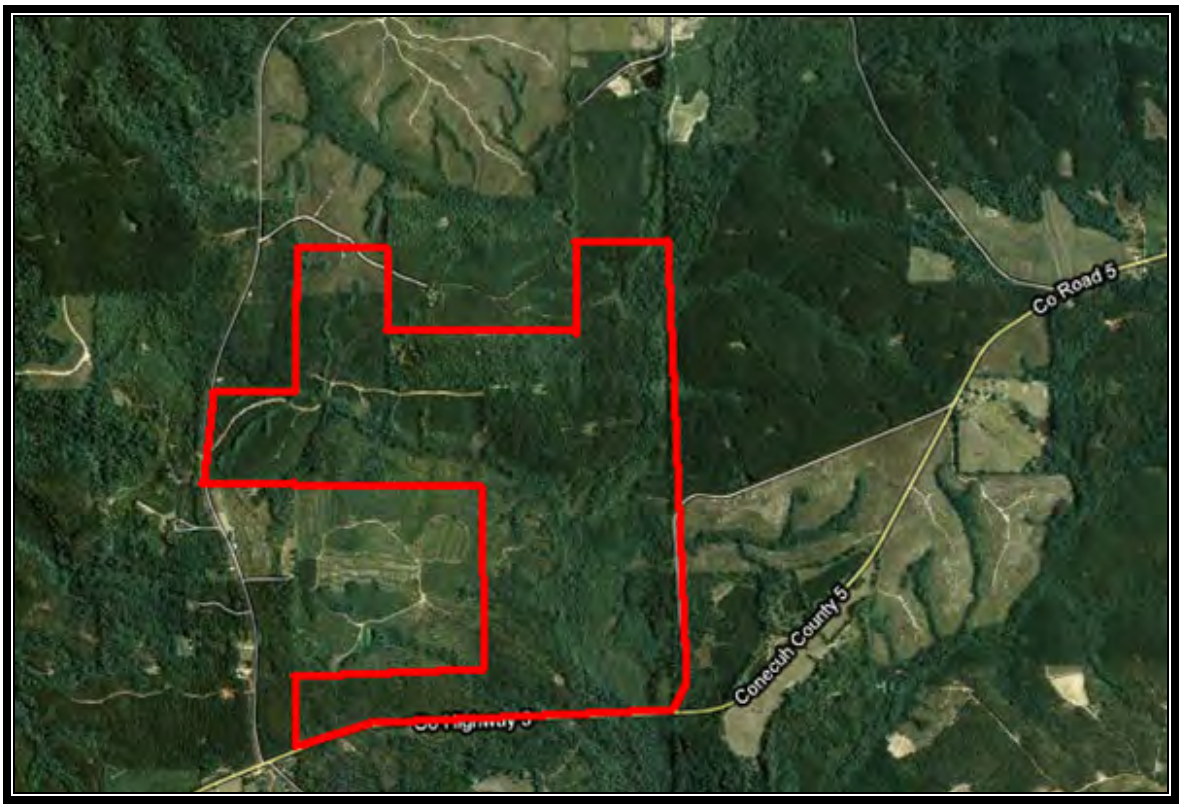
Indicators

Sale Price/Gross Acre	$2,000
Sale Price/Gross SF	$0.05

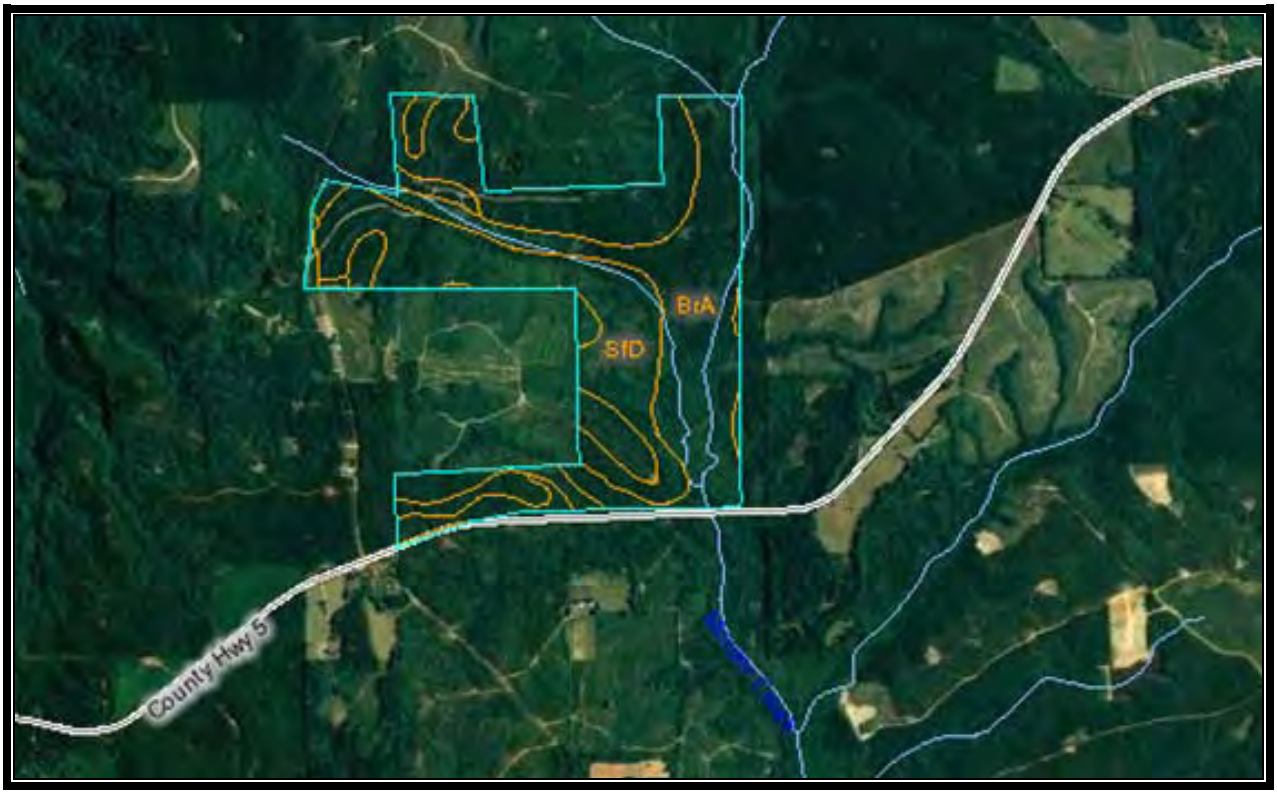
Remarks

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 primarey 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

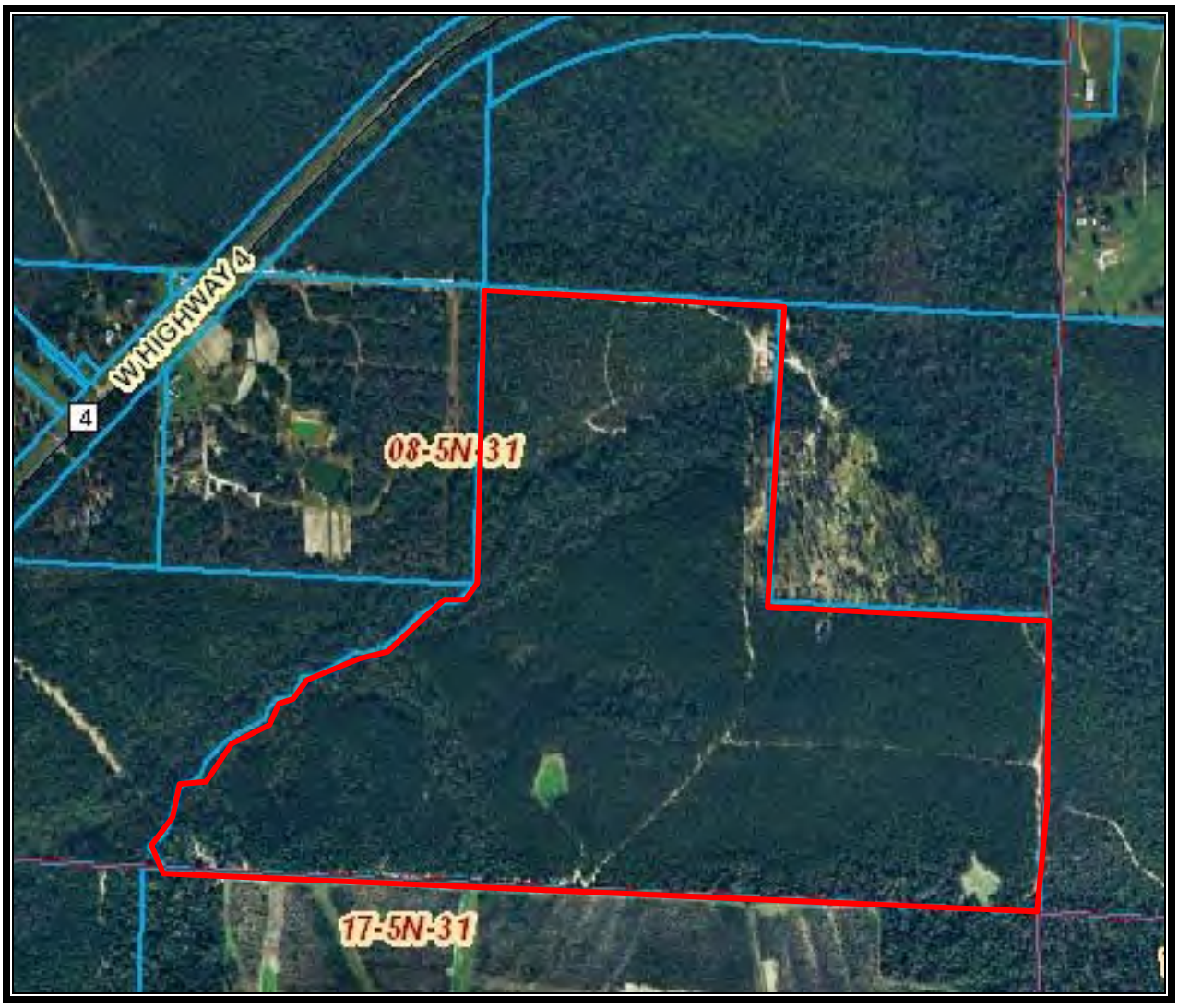
Indicators

Sale Price/Gross Acre	$2,350

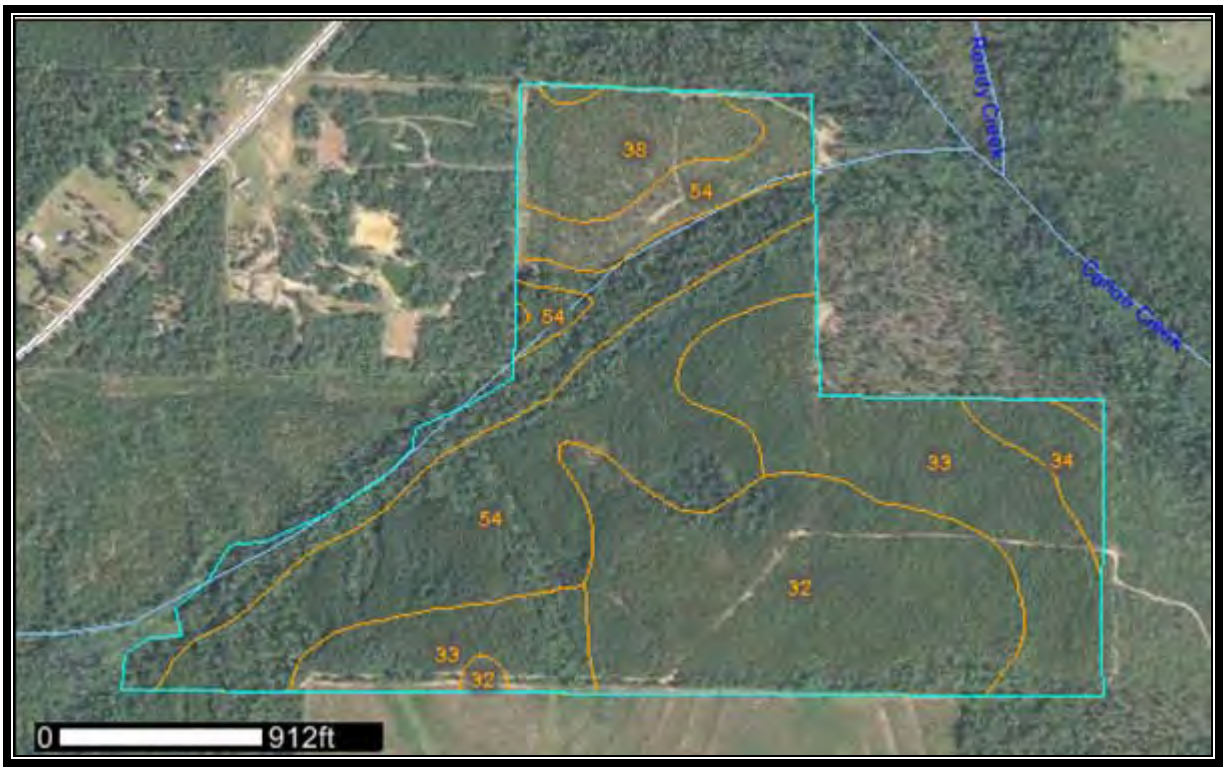
Remarks

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)

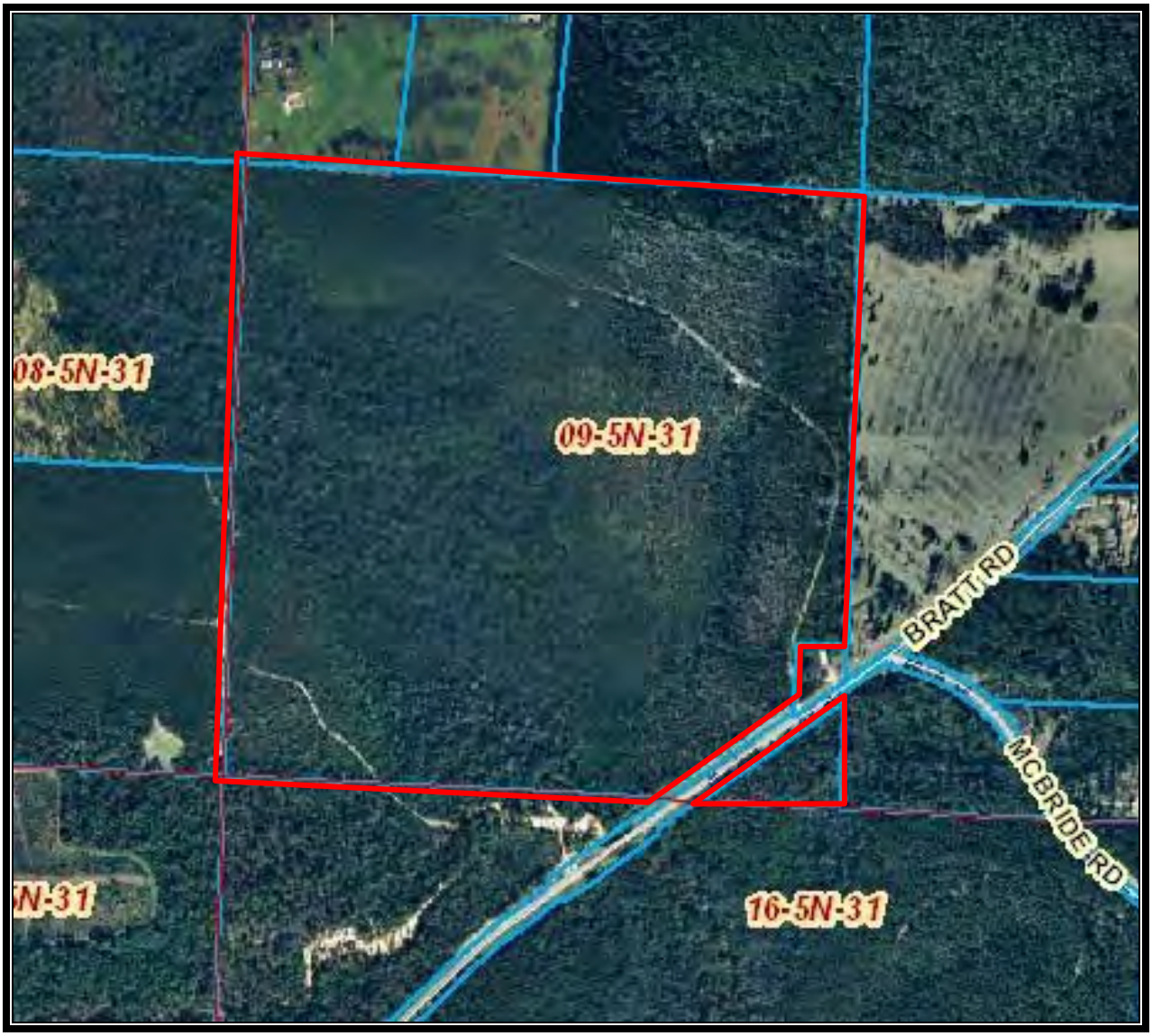
Indicators

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)

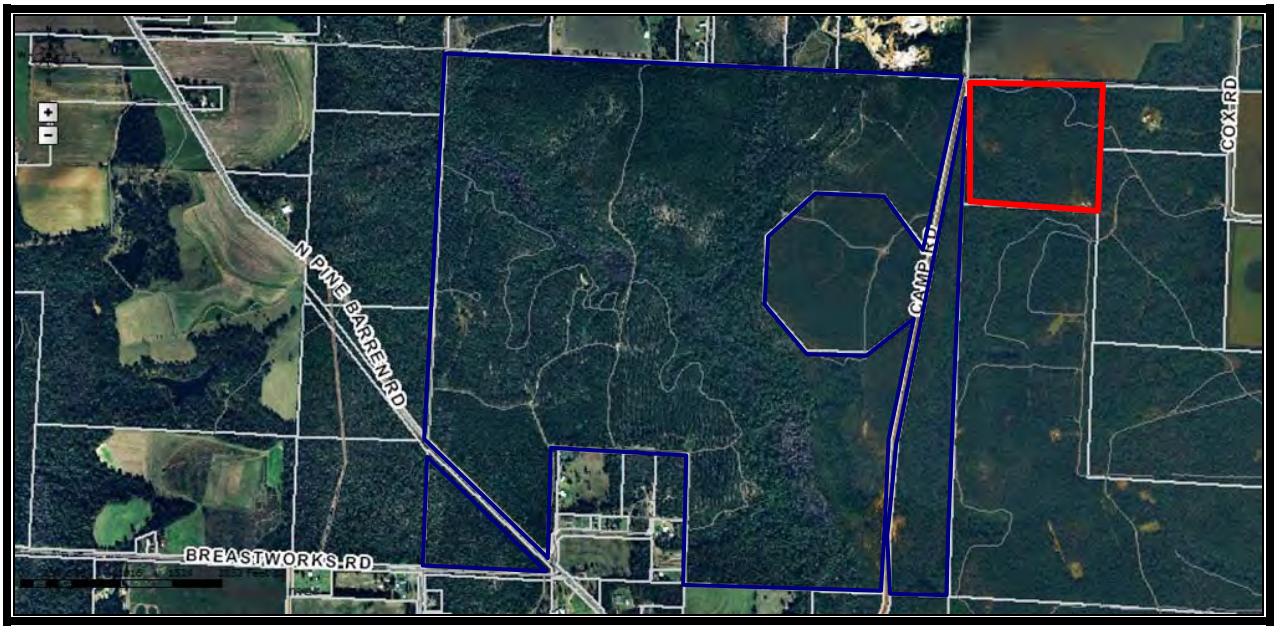
Indicators

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 avaialable 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)

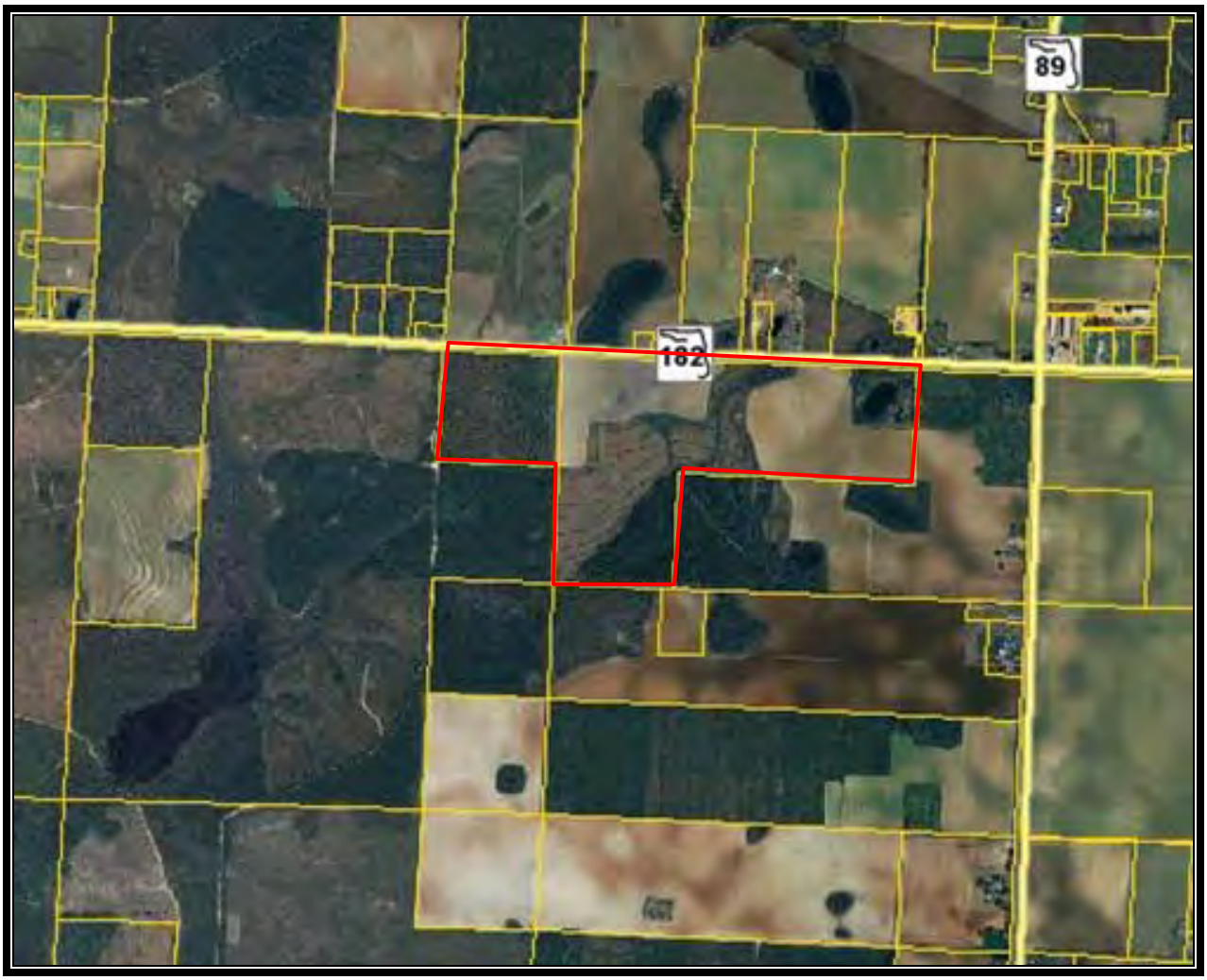
Indicators

Sale Price/Gross Acre	$2,251
Sale Price/Gross SF	$0.05
Sale Price/Front Foot	$85

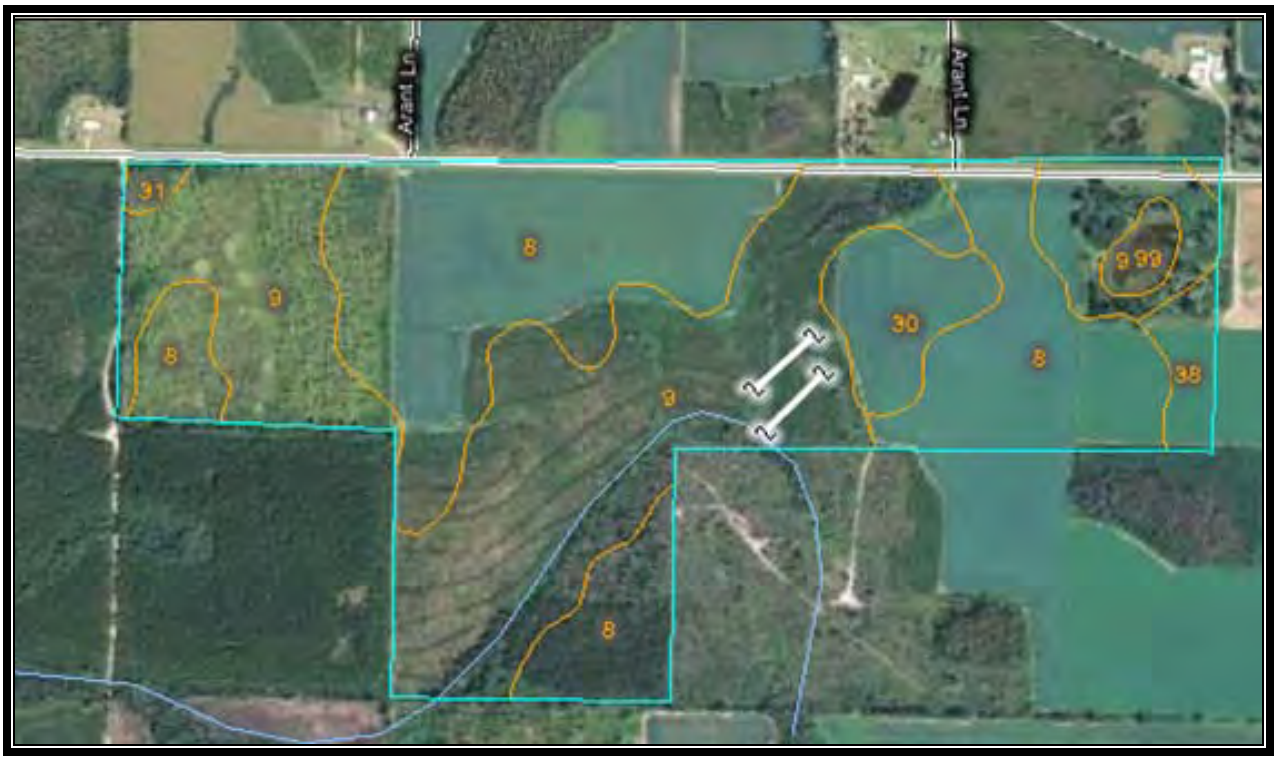
Remarks

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	Orangebur g 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	Orangebur g 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, resourcemgt.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.

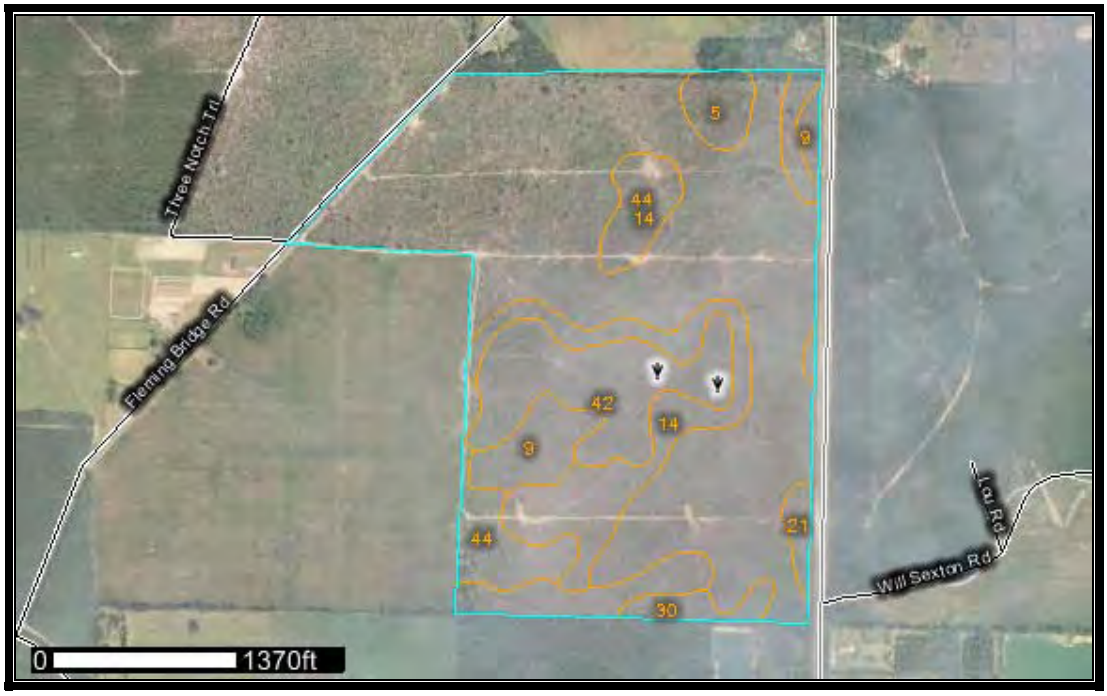
The parcel is very sparsely wooded with 20 year old pines at a density of 35 per acre, representing merchantable pulpwood and saw-timber. The topography of the parcel is level uplands. According to the applicable soil map, the parcel is all upland soils that are conducive to urban development.

Ms. Bloyd 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. Bloyd 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

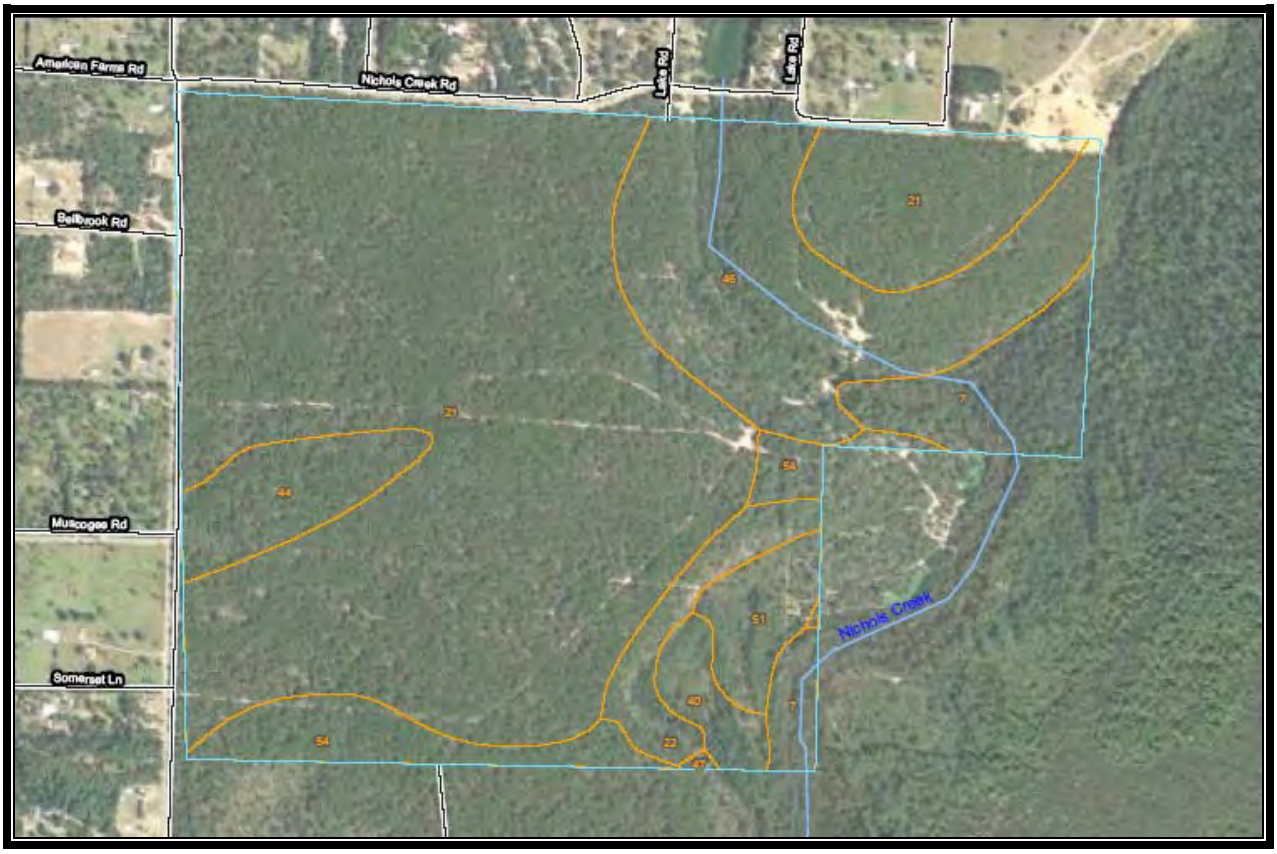
Remarks

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	mssg for Stephanie Bloyd, RMS representative; 205-980-7334, April 12, 2011; Other sources: Public Records; resourcemgt.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

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

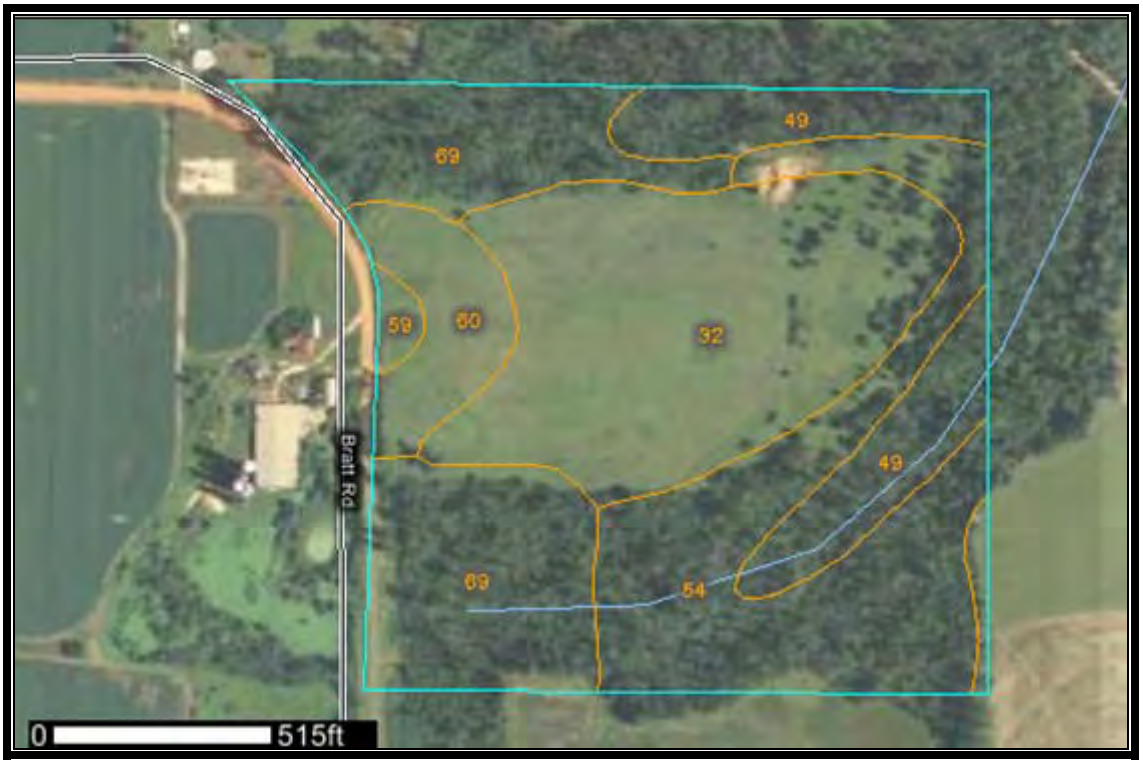
Remarks

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 descried 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, 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:

COURSE DESCRIPTION	DATE COMPLETED	HOURS	SPONSOR
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

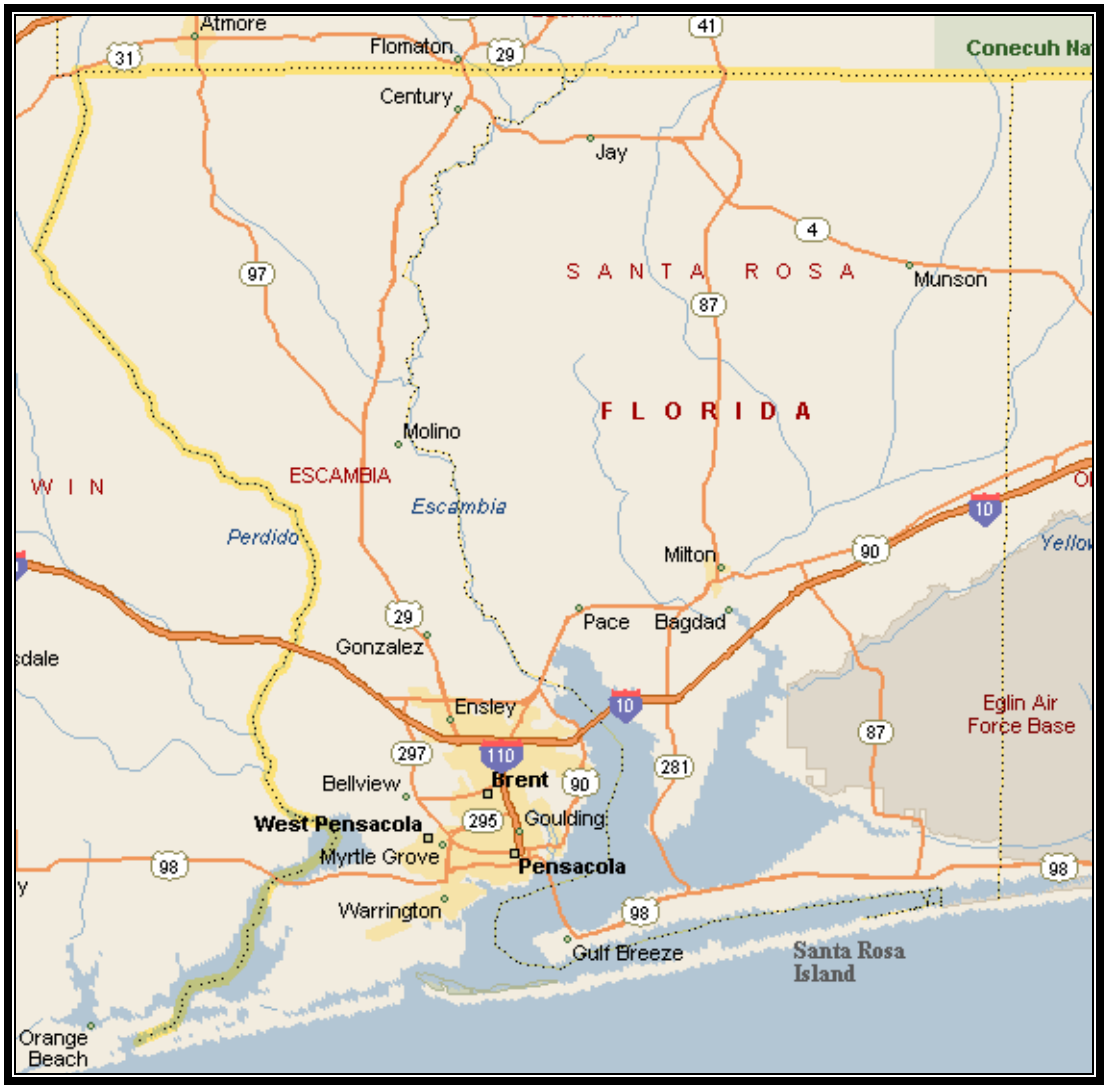
EDUCATION:

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 Al 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 (Fl431)	1984	60	University of Alabama
Real Estate Finance (Fl 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 Randolf 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

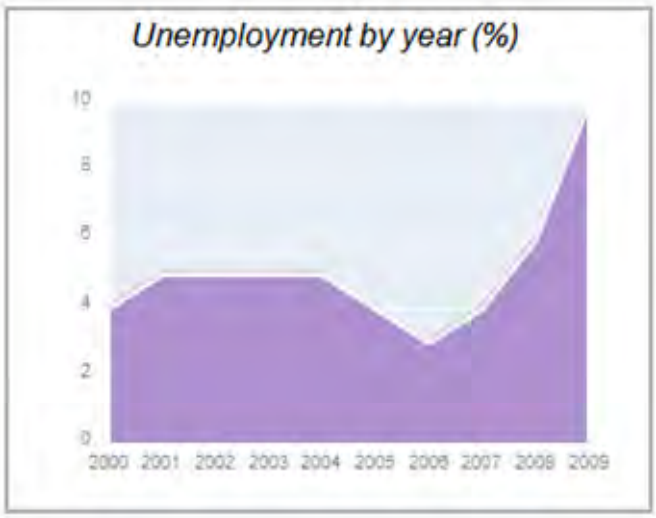
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	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.

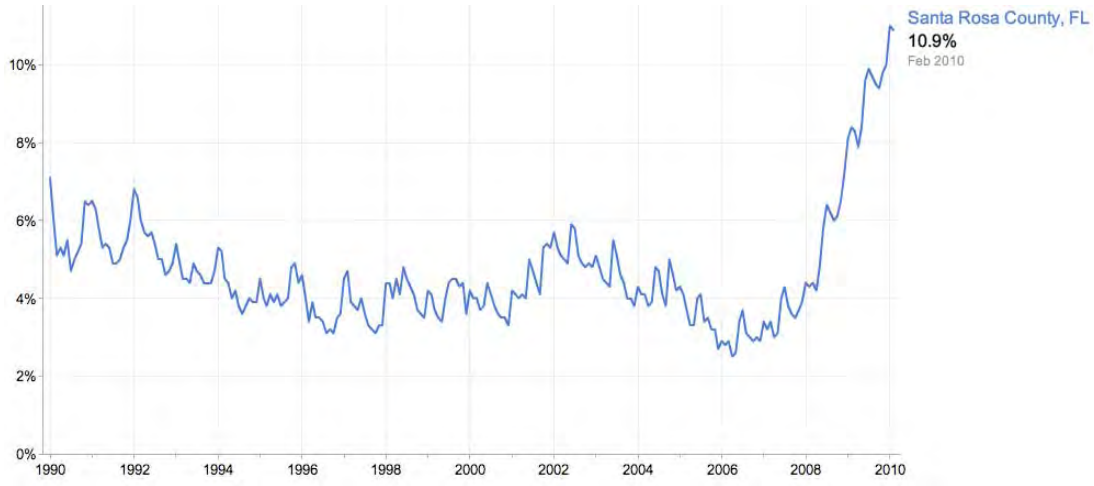
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist 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.

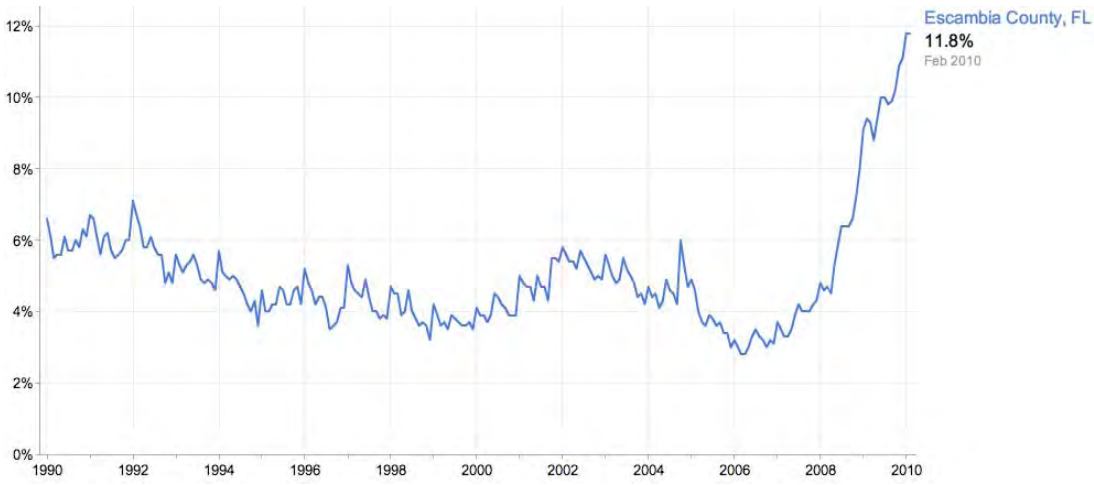
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count 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 from109 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.

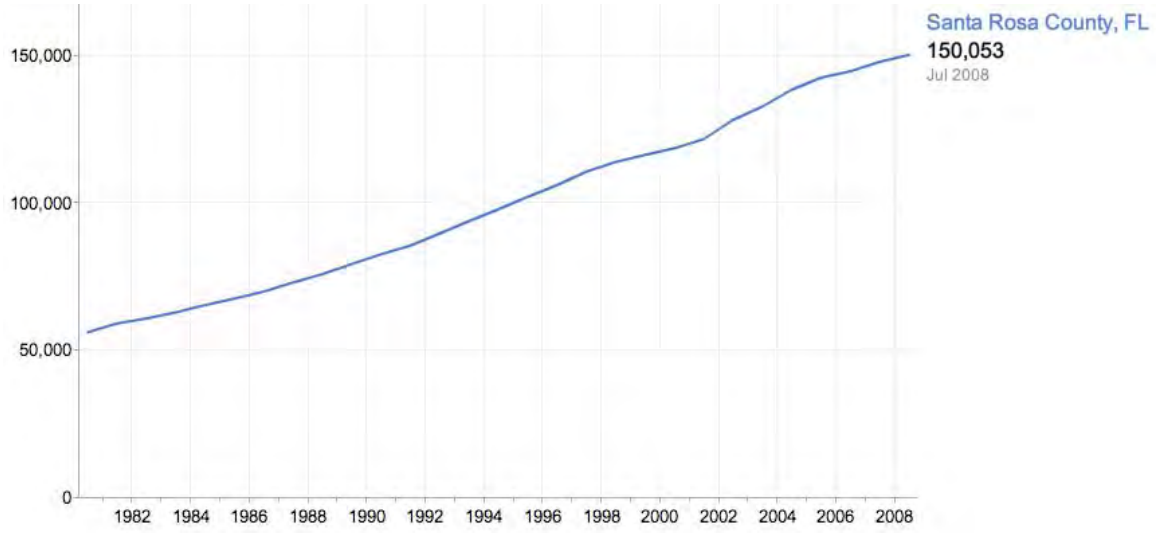
Population in the Pensacola MSA (2005-2009)

YEAR	ESCAMBIA	SANTA ROSA	PENSACOLA MSA
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:

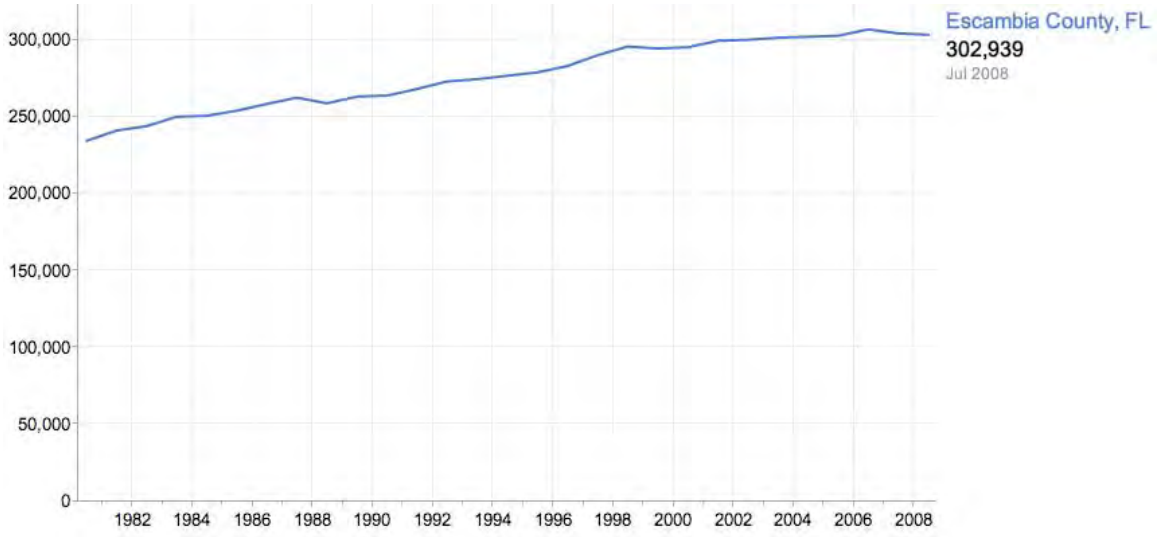
	Escambia	**Santa Rosa**	**Pensacola MSA**
Percent Change from **2005 to 2006**	-0.07%	1.49%	0.44%
Percent Change from **2006 to 2007**	0.60%	1.36%	0.85%
Percent Change from **2007 to 2008**	1.89%	2.62%	2.12%
Percent Change from **2008 to 2009**	0.19%	0.93%	0.43%
Percent Change from **2005 to 2009**	2.61%	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**
Income	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%
Education	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
Occupied housing Units	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
Age	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlink, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating

revenue to local government. Escambia County sales tax is at $0.075 on the dollar and Santa Rosa County is subject to $0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12-foot draft barge route, which runs from Brownsville, Texas to 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

ECPA Home

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

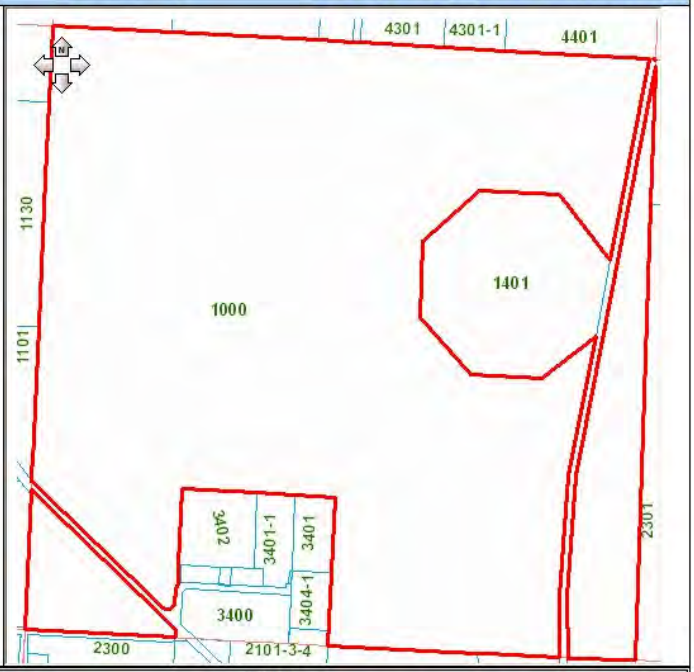
Parcel Information

Restore Map | Get Map Image | Launch Interactive Map

Section Map Id:
19-5N-31

Approx. Acreage:
541.3400

Zoned:
VAG-1



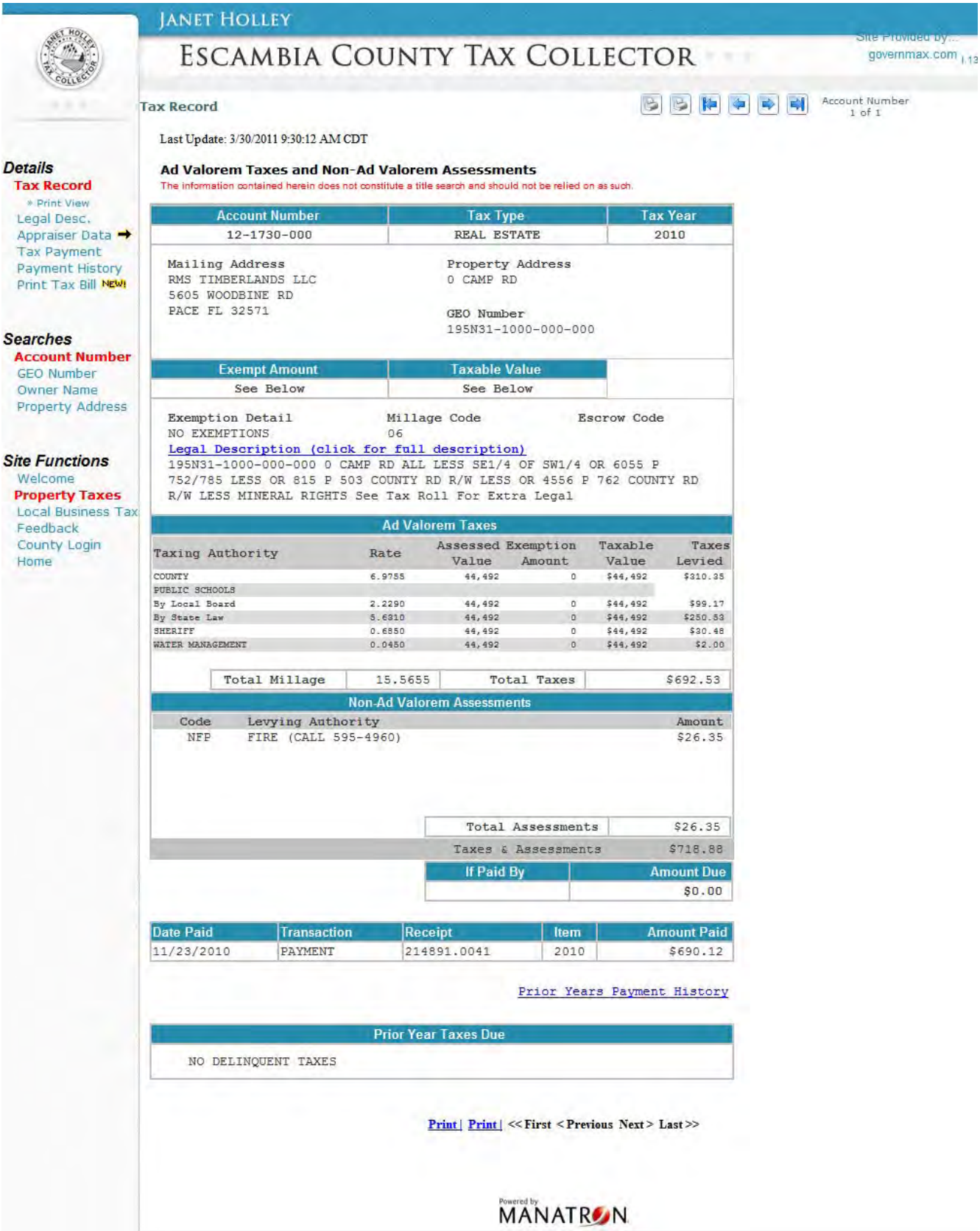
Buildings

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.

Last Updated:03/30/2011 (tc.1064)



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Site Provided by... governmax.com

Tax Record

Account Number 1 of 1

Last Update: 3/30/2011 9:30:12 AM CDT

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

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	0.6850	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

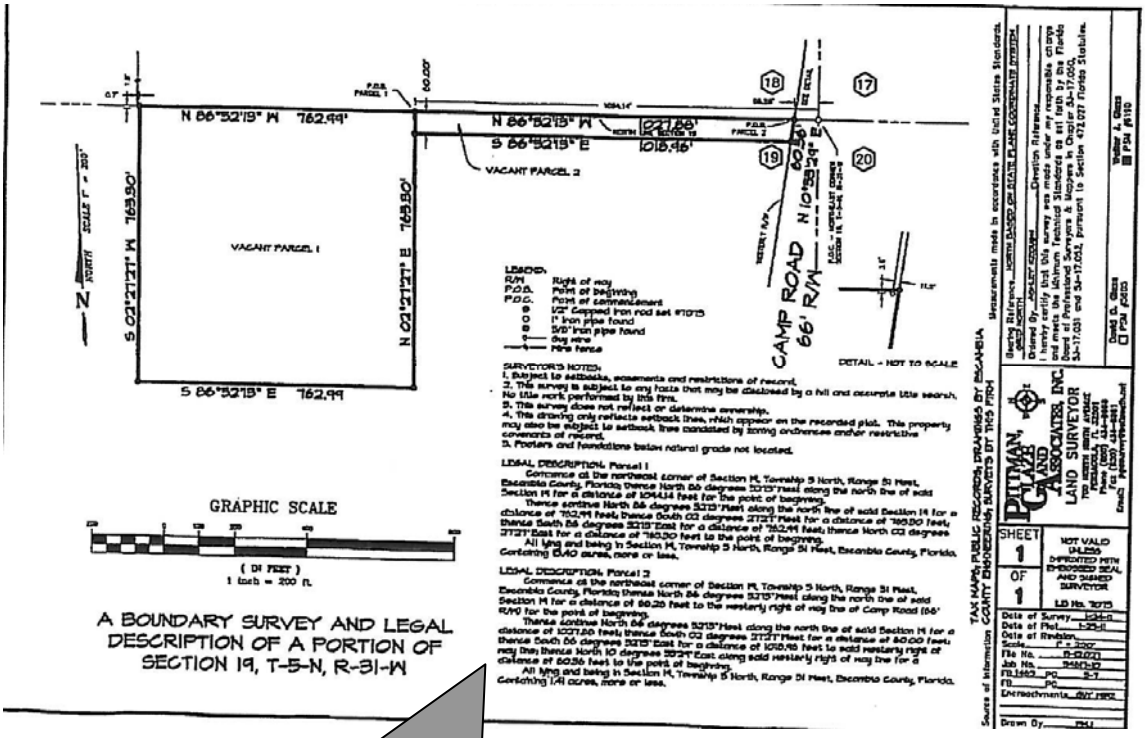
Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

Print | Print | << First < Previous Next > Last >>

Powered by MANATRON



LEGAL DESCRIPTION: Parcel 1

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 1094.14 feet for the point of beginning.

Thence continue North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 762.99 feet; thence South 03 degrees 21'21" West for a distance of 165.80 feet; thence South 86 degrees 52'19" East for a distance of 762.99 feet; thence North 03 degrees 21'21" East for a distance of 165.80 feet to the point of beginning.

All lying and being in Section 19, Township 5 North, Range 31 West, Escambia County, Florida. Containing 0.40 acres, more or less.

LEGAL DESCRIPTION: Parcel 2

Commence at the northeast corner of Section 19, Township 5 North, Range 31 West, Escambia County, Florida; thence North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 60.26 feet to the westerly right of way line of Camp Road (66' R/W) for the point of beginning.

Thence continue North 86 degrees 52'19" West along the north line of said Section 19 for a distance of 1027.88 feet; thence South 03 degrees 21'21" West for a distance of 60.00 feet; thence South 86 degrees 52'19" East for a distance of 1018.95 feet to said westerly right of way line; thence North 10 degrees 38'24" East along said westerly right of way line for a distance of 60.36 feet to the point of beginning.

All lying and being in Section 19, 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

Returned
Stewart/L Gentry GULF COA Order: 1
P.O. Box 36369 NTS268 Job : 238_2601
Houston, TX 77236 XII.B.6.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

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)

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth below.

Signed, Sealed and Delivered in the presence of:

Name of Witness Printed Below:
Gwen L. Davis

Name of Witness Printed Below:
Sheldon K. Stump

GRANTOR:

INTERNATIONAL PAPER COMPANY, a New York corporation

By: Paula S. Bauer

Print Name: Paula S. Bauer

Title: Assistant Secretary

STATE OF GEORGIA)
: ss.
COUNTY OF FULTON)

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.

(SEAL)
Notary Public
Name of Notary Printed: Allison Layton

My commission expires: July 27, 2010
My commission number is: N/A

(NOTARY SEAL)
ALLISON LAYTON NOTARY PUBLIC GEORGIA EXPIRES JULY 27, 2010 OGLETHORPE COUNTY

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 DENEE 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

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220608	53101	2,500.00	

PAGE TOTAL $	2,500.00
TOTAL $	2,500.00

APPROVED BY Joe F Pillitary

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1762 **County Administrator's Report Item #: 14. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Public Transportation Joint Participation Agreement (JPA) No. 42226018401 for FY 2011-2012 Transit Block Grant to Escambia County Area Transit (ECAT)
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public Transportation Joint Participation Agreement, Providing Fiscal Year 2011-2012 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 42226018401, providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation JPA Number 42226018401, providing for Florida Department of Transportation (FDOT) participation, in the amount of $350,000 of Fiscal Year 2012 funding, to Escambia County Area Transit (ECAT) for the Davis Highway Urban Corridor Project; and

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

BACKGROUND:

With the Davis Highway north/south corridor considered as one of the most traffic congested in the Pensacola area, the Florida Department of Transportation has agreed to continue funding for the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in FY 2012. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

BUDGETARY IMPACT:

No additional cost to the County results from this action. Projects funded by this JPA are included in the FY12 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and JPA have been reviewed and approved as to form and legal sufficiency by the County Attorney Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds cannot be utilized until the Resolution and JPA have been approved and executed by the Board.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

Resolution and JPA - Davis Highway Project

RESOLUTION NUMBER R2011-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in Joint Participation Agreement 42226018401 Providing $350,000 in Urban Corridor funds for transit operating cost associated with ECAT's Urban Corridor Project on Davis Highway route included in the Escambia County mass transit operation budget for FY12.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That the Board of County Commissioners approves the Joint Participation Agreement 42226018401 between Florida Department of Transportation and Escambia County providing for Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents.

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

_____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 11/3/11

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 4222601 84 01	Fund: DDR	FLAIR 088774
	Function: 680	Object Code: 750013
	Federal No.:	Org. Code: 55032020329
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F596000598007
CFDA Number:	CSFA Number: 55013	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners 221 Palafox Place, Pensacola, Florida 32502 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 12/30/2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051 (1)(E) Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide transit funding for Urban Corridor project on Davis Highway State Road 291 in Pensacola, Florida.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 350,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 350,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ◉ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500, 000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Kathy Rudd Post Office Box 607 1074 Hwy 90
   Chipley, Florida 32428

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Kathy Rudd Post Office Box 607 1074 Hwy 90
   Chipley, Florida 32428

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   Kathy Rudd Post Office Box 607 1074 Hwy 90
   Chipley, Florida 32428

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Kathy Rudd Post Office Box 607 1074 Hwy 90
   Chipley, Florida 32428

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   Kathy Rudd Post Office Box 607 1074 Hwy 90
   Chipley, Florida 32428

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East, Chipley , FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/30/2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). 4222601 84 01

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
Escambia County Board of County Commissioners AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
Wilson B. Robertson, Chairman SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	DEPARTMENT OF TRANSPORTATION
Chairman, Escambia County BOCC TITLE	TITLE

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 11/3/11

FINANCIAL PROJECT NO. 4222601 84 01

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation** and **Escambia County Board of County Commissioners.**

PROJECT LOCATION: Escambia County

PROJECT DESCRIPTION: To provide funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion.

Before the FINAL INVOICE is processed the following deliverables must be met:
DELIVERABLES:

- Project must be submitted in TransCip
- Annual Technical Advisory Group meeting in accordance with Procdure 725-030-003
- Quarterly reports, including ridership and goals, milestones, are to be submitted through TransCip.
- Relevant pages from the TDP and Congestion Management System/Mobility Plan
- Final report to be submitted through TransCip upon completion to include summarizion of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Corridor funding.

SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approve by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".

Third Party agreement between Escambia County Board of County Commissioners and Veolia Transportation, Inc. is hereby approved.

FINANCIAL PROJECT NO. 422260 1 84 01

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation** and Escambia County Board of County Commissioners.

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

I.	PROJECT COST:			$ 350,000
	TOTAL PROJECT COST:			$ 350,000
II.	PARTICIPATION:			
	Maximum **Federal** Participation			
	FTA, FAA	(	%) or	$
	Agency Participation			
	In-Kind	(	%)	$
	Cash	Local (	%)	$
	Other	Fare Box		$
	Other			$
	Maximum **Department** Participation			
	State (DS)(DDR)	(100%) or		$ 350,000
	Federal Reimbursable (DU)(FRA)(DFTA)(	%) or		$
	Local Reimbursable (DL)	(	%) or	$
	TOTAL PROJECT COST			$ 350,000

FINANCIAL PROJECT NO. 4222601 84 01

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

The requirements listed in this exhibit apply to projects funded under the authority given in ***Florida Statutes, 341.051.***

Must meet the requirements set forth in the Department Procedure 725-030-003

All submittals required by the Articles of this Agreement with further explanation on the following:

In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT D

FEDERAL RESOURCES

Federal Agency Amount | Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

1.
2.
3.

STATE RESOURCES

State Agency Amount | Catalog of State Financial Assistance (Number & Title)
$350,000.00 | 55013

Compliance Requirements

1. See Attachment 1
2. See Exhibit D
3.

Matching Resources for Federal Programs

Federal Agency Amount | Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

1.
2.
3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.

Attachment 1

To fund the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained. (Procedure Topic 725-030-003-e, GENERAL)	
Program Procedures:	Department participation shall be based on documentation provided by the Department that the project is the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvement on facilities designed to prevent them from becoming constrained. Priority for funding of projects will be given to existing projects currently meeting the goals and objectives set by the department. (Procedure Topic 725-030-003-e, GENERAL)
Compliance Requirement:	In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
Activities Allowed:	Services necessary to plan and execute a transit corridor project include, but are not limited to: 1) development of Transit Corridor Plans; 2) design and construction or installation oversight of project facilities and improvements; 3) providing guidance and administrative support to the Technical Advisory Group during planning and implementation of the project; and 4) development of marketing and public relations activities. Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to: 1) rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles; 2) purchase of land for installation of project facilities and right of way for transportation corridor improvements; 3) construction and installation of facilities, such as Park and Ride lots, shelters and stations; and 4) transportation corridor improvements such as turn lanes, traffic controls, and exclusive lanes or facilities for high occupancy vehicles. Operational costs including but not limited to: 1) pre-service preparation; 2) services operating deficits; 3) marketing and public relations; 4) project administration; 5) security and traffic control; 6) equipment and project leases, including appraisals; 7) commuter transportation services; 8) carpool and vanpool activities; and 9) other Transportation Demand Management strategies targeting employers along the corridor or legitimate costs deemed appropriate by the district office. (Department Procedure Topic Number 725-030-003(1))

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1684 **County Administrator's Report Item #: 14. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Change Order to Bayside Consulting Group of Northwest Florida, LLC, Contract PD 09-10.044 "Jernigan and Cody Road"
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, "Design Consulting Engineering Services for Jernigan and Cody Road" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$157,010.00
Vendor:	Bayside Consulting Group of Northwest Florida, LLC
Project Name:	Jernigan and Cody
Contract:	PD 09-10.044 "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Blvd. Realignment"
PO No.:	101410
CO No.:	5
Original Award Amount:	$228,790.00
Cumulative Amount of Change Orders through this CO:	$157,010.00
New Contract Total	$385,800.00

Meeting in Regular Session on May 20, 2010, the Board approved awarding a Task Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, for "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Boulevard Realignment". This Change Order will allow the engineer to provide consulting services for Jernigan and Cody Road upgrades and Sunnehanna Boulevard Realignment, and to coordinate with the State of Florida Department of Transportation (FDOT) and FDOT's consultant as needed. Change Orders #1-4 were Change Orders for time only.

[Funding Source: Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0045]

BACKGROUND:

Meeting in Regular Session on May 20, 2010, the Board approved awarding a Task Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, for "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Blvd. Realignment". This change order will allow the engineer to provide consulting services for Jernigan and Cody Road upgrades and Sunnehanna Blvd. Realignment, and to coordinate with FDOT and FDOT's consultant as needed. Change Orders #1-4 were change orders for time only.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0045.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Bayside Scope

Board Action

Bayside Consulting Group of NWF, LLC

4227 North Davis Highway, Building A

Pensacola, FL 32505

850-438-0202

850-438-1307 Fax

Consulting Services for Jernigan and Cody Road Safety Upgrades
& Sunnehanna Blvd. Re-Alignment
Project Scope & Fee Proposal
Phase II
Change Order #5 R1
$117,010.00 Task 400 through 700
Contingency $40,000.00 Task 800

October 3, 2011

We appreciate the opportunity to provide Consulting Services for the Jernigan and Cody Road Safety Upgrades & Sunnehanna Blvd. Re-Alignment project. The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors.

TASK 400 **Sunnehanna Blvd./Nine Mile Road Coordination with FDOT and Protean - $4,040.00**

401 **Prepare and deliver construction documents - $4,040.00**
BCG will communicate with FDOT and their consultant Protean. We will release all requested documents to include plans, surveys, calculations, narratives, etc., to FDOT and/ or Protean.

TASK 500 **Sunnehanna Blvd/Nine Mile Road specialty items not part of FDOT Scope -$1,350.00**

501 **Guardrail and handrail planning - $1,350.00**
BCG will analyze the side road design in conjunction with the existing business. We will design a guardrail and handrail system as required for pedestrian and vehicular safety.

TASK 600 **Limited Construction Administration Services for Jernigan/Cody Road Safety Upgrades – $74,210.00**

601 **Post Design Services – $9,750.00**

BCG will provide Post Design Services including construction assistance, review shop drawings, attend the preconstruction conference, etc.

602 Weekly Progress Reports – $19,650.00

BCG will attend weekly meetings during construction to review quantities and provide a weekly written report.

603 Limited Construction Inspections – $32,250.00

BCG will provide limited construction inspections as necessary to track quantities, ensure maintenance of traffic, quality assurance testing, and address construction related issues.

604 As-built Certification – $12,560.00

BCG shall prepare as-built certification based on contractors markups, post construction meetings, inspections, and as-built surveying.

TASK 700 Limited Construction Administration Services for Sunnchanna nine Mile Road Realignment - $37,410.00

701 Post Design Services – $10,170.00

BCG will provide Post Design Services including construction assistance, review shop drawings, attend the preconstruction conference, etc.

702 Weekly Progress Reports –$11,920.00

BCG will attend weekly meetings during construction to review quantities and provide a weekly written report.

703 Limited Construction Inspections – $8,620.00

BCG will provide limited construction inspections as necessary to track quantities, ensure maintenance of traffic, quality assurance testing, and address construction related issues.

704 As-built Certification – $6,700.00

BCG shall prepare as-built certification based on contractors markups, post construction meetings, inspections, and as-built surveying.

TASK 800 Allowances - $40,000.00 (Contingency)

801 Contractor cost for sign, masonry, electrical, irrigation using same sign and masonry stone- $20,000.00

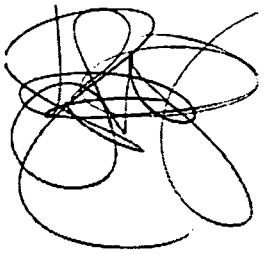
802 Land Acquisition cost or easement - $10,000.00

803 Contractor guardrail cost -$10,000.00

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

Bayside Consulting Group of NWF, LLC



Thomas G. Hammond, Jr., PE
Manager

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

27. Continued...

D. Adopting, and authorizing the Chairman to sign, a Resolution *(R2010-92)* stating the application being made, the purpose for which the property is to be used, and the sale price of $19,000, plus all closing costs; and

E. 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 sale, without further action of the Board.

28. Approving, and authorizing the Chairman to execute, the *License* and the *Agreement between Escambia County, Florida, and International Paper Company Relating to Effluent Water Pipeline Installation and County Road 97* (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Account 210107/56301, Project No. 08EN0115, and Fund 351, LOST II, Account 210105/56301, Project No. 05EN1515).

29. Taking the following action concerning a Task Order Award for PD 09-10.044, Design Consulting Engineering Services Jernigan and Cody Road Safety Upgrades & Sunnehanna Blvd. Re-Alignment (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project # 08EN00451):

A. Approving the following Selection/Negotiation Committee Ranking:

(1) Bayside Consulting Group of Northwest Florida, LLC
(2) Hatch Mott MacDonald, Inc.
(3) American Consulting Engineers of Florida, LLC

B. Awarding a Task Order Award for PD 09-10.044, Design Consulting Engineering Services Jernigan and Cody Road Safety Upgrades & Sunnehanna Blvd. Re-Alignment, per the terms and conditions of PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, to Bayside Consulting Group of Northwest Florida, LLC, for a Phase I lump sum amount of $81,220, and allowances of $17,570, and a Phase II allowance of $130,000, for a total of $228,790.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1672 **County Administrator's Report Item #: 14. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project Engineering-Design – Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve issuance of a Task Order to Kenneth Horne & Associates, Inc., in the amount of $119,957.41, on Contract PD 02-03.79, "Professional Services" (as Governed by Florida Statute 287.055), which includes a lump sum engineering fee of $99,126.14, with allowances for surveying, geotechnical, permit fees, and environmental consultant fees totaling $20,831.27, to design and provide limited construction inspections for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #09EN0093 "Maplewoods"]

BACKGROUND:

Meeting in regular session on March 20, 2003, the BOCC approved issuance of a task order to Kenneth Horne and Associates, Inc. to design drainage improvements in the Maplewoods Subdivision. For funding reasons, construction of the project was divided into two phases. The funding for the second phase of the construction project was approved by the BOCC on July 9, 2009, through the federally-funded Hazard Mitigation Grant Program (HMGP), and was completed in December 2010 for $807,843.10 less than the budgeted HMGP cost estimates. The Florida Division of Emergency Management (FDEM), through the Federal Emergency Management Agency (FEMA), has agreed to allow the County to apply the under-run amount towards two project enhancements located in the area of the completed Maplewoods drainage system.

The Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project includes two areas: an area along the open ditch that runs through Maplewoods Subdivision, extending from Maplewoods Circle eastward approximately 780 feet to Gardenia Circle, and the Ashland Avenue bridge area near the intersection of Detroit Boulevard and Ashland Avenue downgradient from the Maplewoods drainage system.

Staff has been coordinating with FDEM since March 2011 to obtain approval to extend the contract, and to expand the scope of the Maplewoods Subdivision Drainage project using these funds, approved under Federally Funded Sub-grant Agreement Contract Number 10HM-28-01-27-01-001, CFDA Number 97.039, for FEMA Project #1595-27R, Escambia County, Maplewoods Drainage Project. FEMA issued approval to FDEM on October 11, 2011, to approve the scope enhancements. FDEM is expected to process, by the end of November 2011, an agreement modification which will fund 75% of the design and construction costs to expand the scope for the project to include the enhancements. When the modifications to this grant agreement are received by staff, the agreement modification will be sent to the Chairman for signature, action which was authorized at the BOCC Meeting on July 09, 2009. Once the agreement is approved, Ken Horne & Associates will be issued a Notice to Proceed with the design.

Kennneth Horne & Associates, Inc. was selected through an abbreviated A&E selection process on September 12, 2011, due to their extensive experience with Maplewoods Subdivision and the Drainage Project in that area. On October 12, 2011, the fee was negotiated with the selection committee according to BOCC policy and in accordance with Florida Statute 287.055. The negotiation meeting was publicly noticed, according to BOCC policy and in accordance with Florida Statute 286.11, Public Meetings and Records.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Account 210107/56301, Project #09EN0093 "Maplewoods".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055 Competitive Consultants Negotiation Act, and in accordance with Florida Statute 286.11, Public Meetings and Records

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition and Task Order will be transmitted to the Office of Purchasing for processing.

Attachments

KHA Scope and Fee
Map
Scope
FEMA Approval Ltr
BCC Rec 032003
BCC Rec 070909

Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

October 12, 2011

Chris Curb, Project Coordinator
Engineering Division of Public Works
3363 West Park Place
Pensacola, FL 32505

RE: Maplewoods - Ashland Bridge and Maplewoods Ditch Piping Enhancements

Dear Mr. Curb:

We have enclosed three (3) copies of our proposed Man-hour and Fee Estimate for the subject project. The proposed man-hours and associated fees are based upon the scope of services (copy attached). We thank you for this opportunity and are delighted to serve Escambia County in this effort.

We look forward to meeting with you and County Engineering staff to review the scope and associated man-hour and fee estimate. Please contact me should you have questions or require additional information prior to the negotiation meeting.

Sincerely,

KENNETH HORNE & ASSOCIATES, INC.

Robert C. Krasnosky

Robert C. Krasnosky, PE
Vice President

850 471 9005 info@kh-a.com F 850 471 0093
7201 N. 9th Avenue, Suite 6, Pensacola, FL 32504 PO Box 10669, Pensacola, FL 32524

October 12, 2011

Scope of Services
Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements

GOALS AND OBJECTIVES

The intent of this project is to provide engineering and surveying services to Escambia County for enhancements to the Maplewoods Drainage Project, by expanding the scope of the project to include enhancements to the Ashland Avenue culvert crossing with an elevated arch bridge crossing, and upgrading an open ditch system within the Maplewoods subdivision with a piped drainage system. Piping the ditch and upgrading the Ashland bridge will improve the conveyance in the overall Maplewoods drainage system that was originally approved under the Hazard Mitigation Grant Program's scope of work.

PROJECT AREA

The primary project area is near the intersection of Detroit Boulevard and Ashland Avenue, located along the same Eight Mile Creek tributary approximately 0.67 miles downgradient of improvements which were included in the original scope of work for the Maplewoods Drainage Project. The project will also include replacing the open ditch which runs through and internal to the Maplewoods Subdivision with a closed pipe system with collection inlets. This ditch extends from Maplewoods Circle eastward approximately 780 feet to Gardenia Circle.

BACKGROUND

Model simulations performed as part of the The Stormwater Management Plan for the Eight Mile Creek Basin, dated October 1994, identified that the Main Channel of Eight Mile Creek crossing of Ashland Avenue is overtopped during the 3-year storm event. Field observations since this study confirm this finding. Ashland Avenue is frequently overtopped during heavy rain events. It is apparent that the existing structure was designed to overtop; however the flood stages become so high that the road becomes impassable and the constriction from undersized structure causes flooding at this location. Enhancements to the ditch system in the Maplewoods Subdivision by the use of a piped drainage system will reduce flooding of residential properties abutting the ditch, by improving the drainage conveyance system through the subdivision to the pond that was improved in the original scope of work.

PROJECT SCOPE

This project will consist of storm water modeling utilizing the **Advanced Interconnected Channel and Pond Routing Model (ADICPR) Version 3.02** marketed by Streamline Technologies, Inc., in order to confirm the size for an arched bridge crossing at this location and the pipe sizes necessary to pipe the ditch. Field evaluation, research and review of existing available data, as well as preliminary surveying to confirm existing conditions will be required for the modeling effort to upgrade the original Eight Mile Creek Master Drainage Plan for this area. This effort includes incorporation of the drainage projects completed since the master plan was finished. The County will provide the latest model that contains projects completed since the original master drainage plan.

Prior to initiation of the design effort for the project, additional location and topographic survey as well as a geotechnical investigation and recommendations will be required. 30%, 60% and 90% Construction plans will be produced depicting the proposed drainage improvements. 100% construction plans will be produced and bid documents prepared. Periodic construction administration will be provided as noted in task four.

WORK SCOPE TASKS

Task One: Conceptual Design and Cost Estimate

This task will consist of but not be limited to the following:

- Initiate Design Survey
- Initiate Geotechnical Investigation and Wetland Delineation.
- This task consists of providing the County, and all impacted utility companies with a set of the 30% proposed plans which will depict all improvements located within the right of way.
- Coordinate and attend a plan in hand project review with County representatives, and utility company representatives.

Task Two: Construction Documents and Permitting

This task consists of utilizing the feedback from the 30% review meeting to develop and submit plans for 60% plans followed by review comments and 90% plans, then plans which are 100% complete and released for construction. Bridge details including approaches and foundations will be finalized as well as confirmation of hydraulic conditions. Drainage details including a plan and profile for the piped ditch system in the Maplewoods Subdivision will also be included.

Task Three: Bidding

Assistance with the bidding process will include provision of bid documents, attending the pre-solicitation meeting and pre-bid meeting, review and tabulation of bids received, and recommendation of bid.

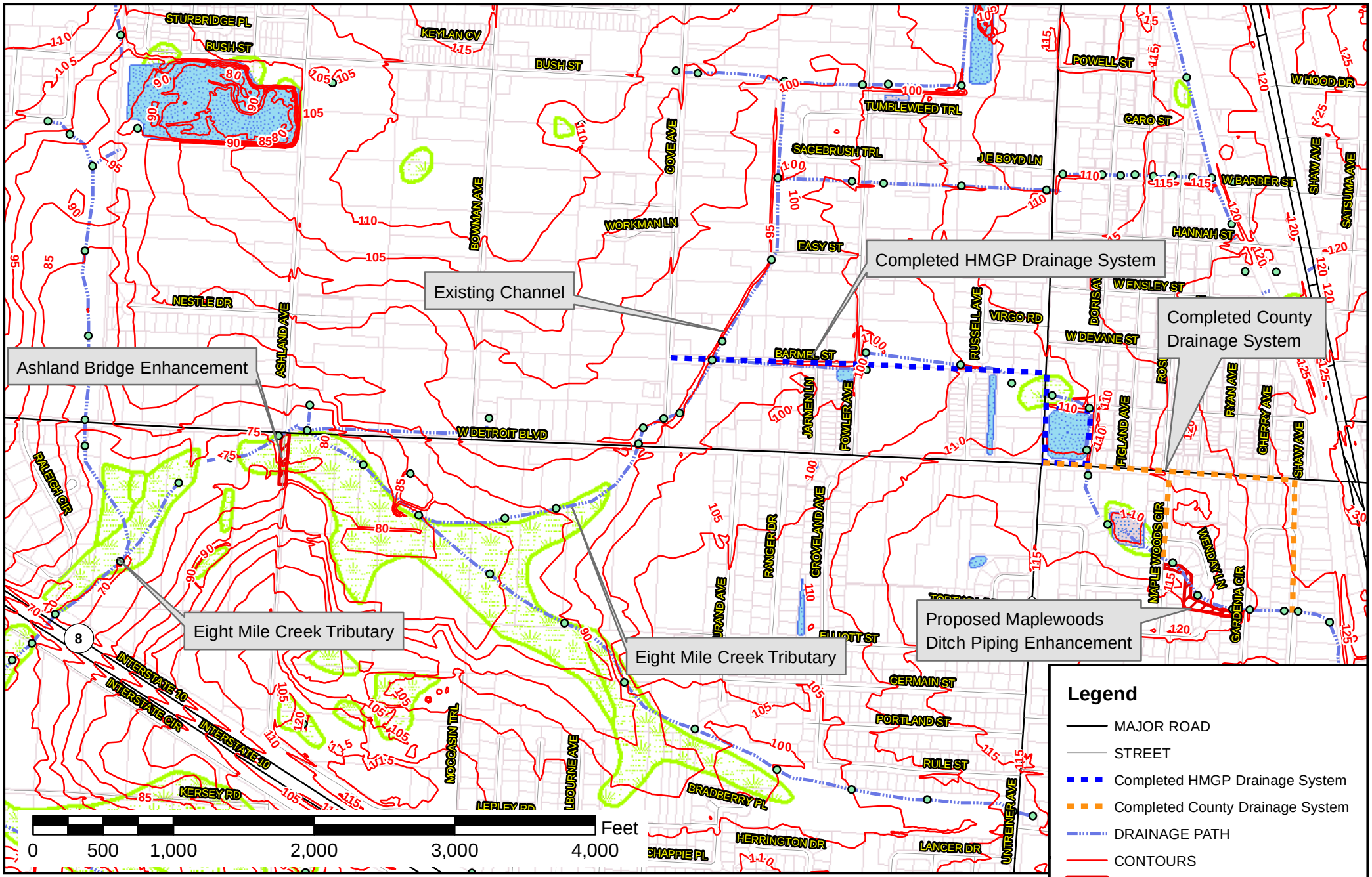
Task Four: Limited Construction Administration

Engineer will attend pre-construction conference. Engineer will review shop drawings and submittals and will make periodic visits to the site to ensure that all requirements of the construction documents are being met. (The County will provide on site project inspection.) Engineer will also be available on an as needed basis to respond to any conflicts which may arise during construction. Engineer shall provide revised drawings on an as needed basis. Engineer shall participate in a final walk through inspection at the close of the project. As-Built drawings will be produced based on the Contractor's mark-up.

ESCAMBIA COUNTY
MANHOUR AND FEE ESTIMATE
ASHLAND AVENUE BRIDGE PROJECT
4-Oct-11

		Senior Engineer	Project Manager	Engineer	Tech/CADD	Adm/Clerical	MANHOURS	FEES
		101.34	101.34	77.75	77.30	65.21	TOTAL	TOTAL
tion and	Task 1 Conceptual Design & Cost Estimate							
Item								
A	Coordination of Survey, and Geotchenical Work	10		18	4	2	34	$2,852.52
B	Initial Utility Notifications	4			6	2	12	$999.58
C	Development Conceptual Design (30%) and Cost Est.	18		36	72	4	130	$10,449.56
D	Conceptual Design Review Meeting	4		8	2	2	16	$1,312.38
	Task 1 Subtotal	36	0	62	84	10	192	$15,614.04
	Task 2 Construction Documents & Permitting							
Item								
A	Develop ADICPR Model (8-Mile Creek Basin)	40		120	20	4	184	$15,190.44
B	Develop 60% plans	40		70	120	16	246	$19,815.46
C	60% Plan Review Meeting	4		8	2	2	16	$1,312.38
D	60% Utility Coordination Meeting	4		8	8	2	22	$1,776.18
E	Develop 90% Plans	25		50	100	4	179	$14,411.84
F	90% Plan Review Meeting	4		8	2	2	16	$1,312.38
G	Qty Take-off and Cost Estimate (At 60%, 90% & Final)	12		24	24	4	64	$5,198.12
H	Develop Final Plan & Bid Package	20		40	60	4	124	$10,035.64
I	Prepare ERP Permit Package	8		16	24	4	52	$4,170.76
	Task 2 Subtotal	157	0	344	360	42	903	$73,223.20
	Task 3 Bidding							
Item								
A	Attend Pre-Soliciation Meeting	4		8				$1,027.36
B	Tabulate Bids	4		8				$1,027.36
	Task 3 Subtotal	8	0	16	0	0	0	$2,054.72
	Task 4 Limited CA							
Item								
A	Attend Pre-Construction Conference	4		8	4	2	18	$1,466.98
B	Shop Drawing/Submittal Review & Periodic Site Visit s	20		10			30	$2,804.30
C	Final Inspection and Project Certification	5		8	4	2	19	$1,568.32
D	Draft As-Builts Based Upon Contractor's Mark-ups	4		8	16	2	30	$2,394.58
	Task 4 Subtotal	33	0	34	24	6	97	$8,234.18

Engineering and Permitting Fee	$99,126.14
Surveying, Geotechnical, Permit Fee, Environmental Consultant Allowance, Etc.	$20,831.27
Total Fee	$119,957.41



Ashland Bridge and Maplewoods Ditch Piping Enhancements

Legend

- MAJOR ROAD
- STREET
- Completed HMGP Drainage System
- Completed County Drainage System
- DRAINAGE PATH
- CONTOURS
- ENHANCEMENT AREAS
- WETLANDS

PONDS STATUS

- FULL MAINTENANCE
- NO MAINTENANCE
- PARCELS

Path: Q:\0Cathy_gis\Engineering\Chris Curb\AshlandBridgeMaplewoodsDitchEnhanceArea.mxd

Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements

Scope of Work for A&E Selection

BACKGROUND:

The Eight Mile Creek Stormwater Master Plan, dated November 1994, identified the area of Maplewoods Subdivision as Priority 1 in the plan to address drainage issues starting at Hwy 29, following a drainage path through Ensley Gardens Subdivision, through Maplewoods Subdivisions, to Detroit Blvd, across Untreiner Ave, through a drainage easement, to Barmel Street, to outfall into the upper end of Eight Mile Creek tributary. Starting in 2002, design was initiated through Ken Horne & Associates, resulting in a 2 phase project, partially funded by the County LOST funds, and partially funded by Hazard Mitigation Grant Program (HMGP) funds. Construction of each phase of Maplewoods project was completed in 2007 and 2010. The phase of the project construction funded by the HMGP was completed approximately $800,000 under budget. The Division of Emergency Management verbally agreed to utilize these funds to provide for additional project enhancements within the drainage area of the Maplewoods project. Escambia County is awaiting written approval to modify the HMGP agreement to expand the scope of the grant to include two project enhancement areas.

Maplewoods Scope Enhancement/Expansion Requested:

The Maplewoods Project Enhancement areas include Priority 1 Step 6 as modified, and Priority 8 as also identified in the Eight Mile Creek Stormwater Master Plan, as attached. The Main Channel of Eight Mile Creek crossing at Ashland Avenue overtopps during the 3-year storm event and field observations confirm this finding. Ashland Avenue is frequently overtopped during heavy rain events. It is apparent the existing structure was designed to overtop; however the flood stages become so high that the road becomes impassable and the constriction from undersized structure causes flooding at this location. Enhancements to the ditch system in the Maplewoods subdivision by the use of a piped drainage system will reduce flooding of residential properties abutting the ditch, by improving the drainage conveyance system through the subdivision to the pond that was improved in the original Maplewoods scope of work.

Project Area:

There are two project areas. The Ashland bridge is near the intersection of Detroit Boulevard and Ashland Avenue, located along the same Eight Mile Creek tributary approximately 0.67 miles downgradient of outfall from the Maplewoods improvements The other project area is along the open ditch that runs through and internal to the Maplewoods Subdivision; this ditch extends from Maplewoods Circle eastward approximately 780 feet to Gardenia Circle.

PRIORITY 8 - Ashland Bridge

Model simulations show that the Main Channel crossing at Ashland Street is over-topping during the 3-year storm event. Field observations during a heavy rain confirms this finding. It is apparent that the structure was designed to overtop; however, the flood stages become so high that the road becomes impassable and the constriction from the under sized structure causes the flooding at problem area 6 (see Table 3-2 and Figure 3-1). Even with reduced peak flows from Priorities 1 through 3, the existing culvert would still be incapable of conveying the 25-year storm event. An arched bridge with the road top at 81 feet will prevent over-topping and reduce the flooding at problem area 6. Figure 4-8 shows the locations of all the Priority 8 drainage improvements.

PRIORITY 1 Step 6 Modified - Maplewoods Subdivision Ditch Piping

The existing ditch system from Gardenia Street through Maplewoods Subdivision to Maplewoods Circle ditch does not have adequate capacity required to convey the 25-year storm event peak flow. Due to the flat grade of the ditch, the flow through the ditch exceeds the banks and floods adjoining properties along the ditch. To address this flooding ditch piping and inlets are proposed as an upgrade to the existing ditch system. Figure 4-1 shows the locations of Priority 1. Steps 1-5 are shown to identify how Step 6 is connected to the existing drainage system which was completed as part of the approved HMGP project. Steps 1-3 (drainage system & pond work) were completed and funded by the HMGP grant. Step 4 is a existing private pond. Step 5 was part of the project funded by the County prior to the grant approval. Step 6 is the proposed scope enhancement to the drainage system.

The following table an estimate and summary of these improvements.

PRIORITY 8 PROPOSED ASHLAND BRIDGE STRUCTURE		
WIDTH	LENGTH	ROAD TOP
34' to 40'	60'	81.8
Priority 8 Ashland Bridge	EST. CONSTRUCTION COST	$700,000
PRIORITY 1 STEP 6- PROPOSED MAPLEWOODS DITCH PIPING		
ESTIMATED PIPE SIZE	LENGTH	# INLETS
36" or equivalent*	780'	6
Step 7 Maplewoods Ditch Piping	EST. CONSTRUCTION COST	$100,000
* estimated pipe size	ENG. PERMIT SURVEY (15%)	$120,000
	TOTAL ESTIMATED COST	**$920,000**

SCOPE OF WORK SUMMARY:

Provide engineering and surveying services to Escambia County for the Maplewoods Drainage Project enhancements to develop 100% construction plans for the replacement of the Ashland Avenue culvert crossing with an elevated arch bridge crossing, and upgrading an open ditch system within the Maplewoods subdivision with a piped drainage system.

The project services will consists of:

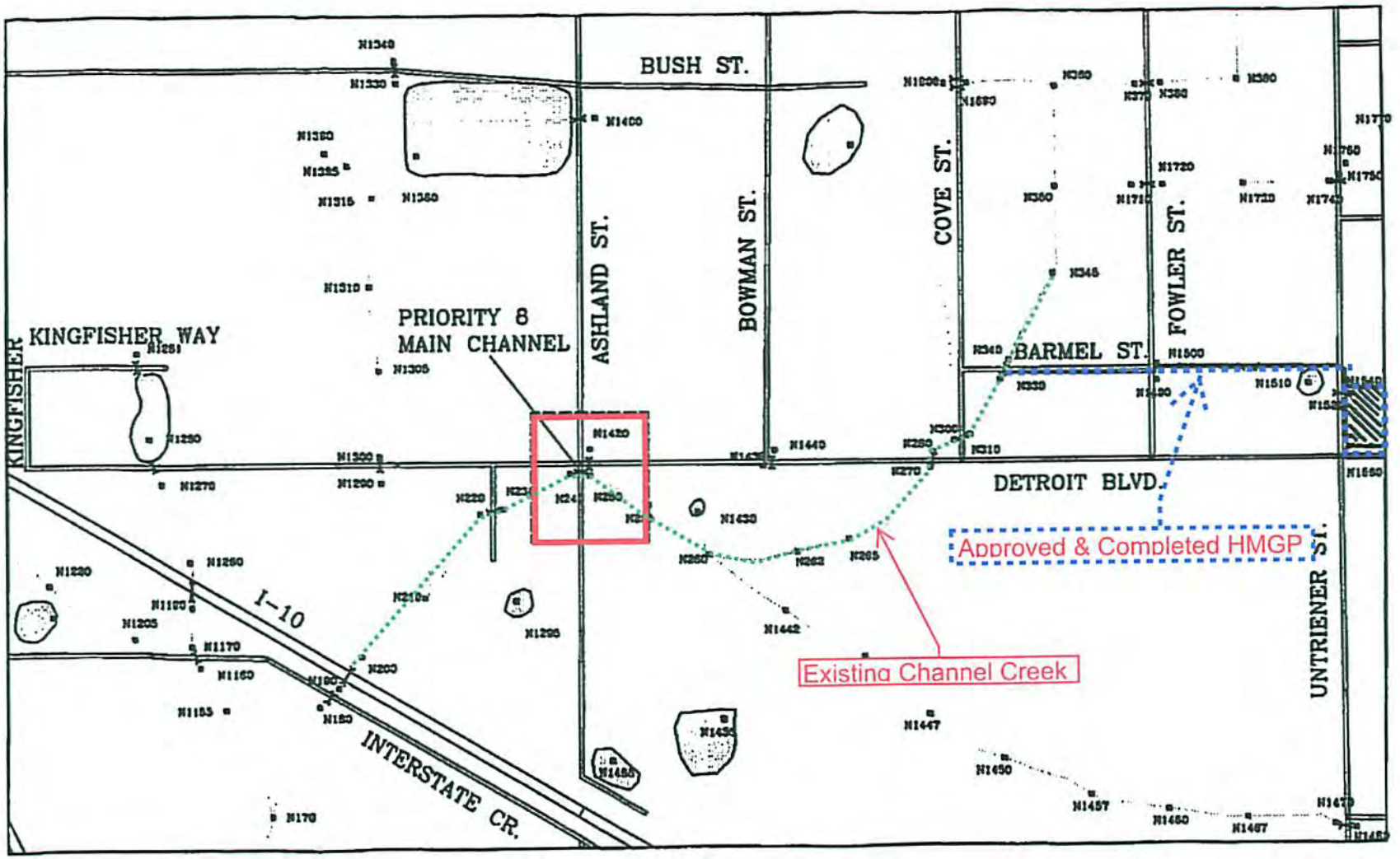
1. Surveying services necessary for the design of this project, including certified right-of-way and topographic survey.
2. Right-of-way legal descriptions and sketches as necessary for the Ashland bridge enhancement; 2 properties are expected.
3. Include exploratory subsurface investigation and geotechnical work as necessary for the bridge and pipe design.
4. Review 8-Mile Creek Master Drainage Plan for input into the design. Storm water modeling utilizing the Advanced Interconnected Channel and Pond Routing Model (ADICPR) in order to confirm the size for an arched bridge crossing at the Ashland Ave location and the pipe & inlet sizes necessary to pipe the ditch in the Maplewoods Subdivision location. Field evaluation, research and review of existing available data, as well as surveying to confirm existing conditions for stormwater modeling of the applicable portion of the Eight Mile Creek basin area associated with the project area.
5. Utility Coordination through the design process including plans in hand walk-through.
6. Obtain all required permits including wetland permits with all applicable permits fees.
7. Prepare 30%, 60%, and 90% construction plan submittals depicting the proposed drainage and bridge improvements.
8. Prepare 100% construction plans and bid documents.
9. Attend pre-solicitation and bid opening meetings; tabulate bids.
10. Limited construction administration as necessary to review shop drawings, attend preconstruction meeting, periodic site visits, Engineer shall participate in a final walk through inspection at the close of the project. As-Built drawings will be produced based on the Contractor's mark-up.

ESTIMATED COSTS:

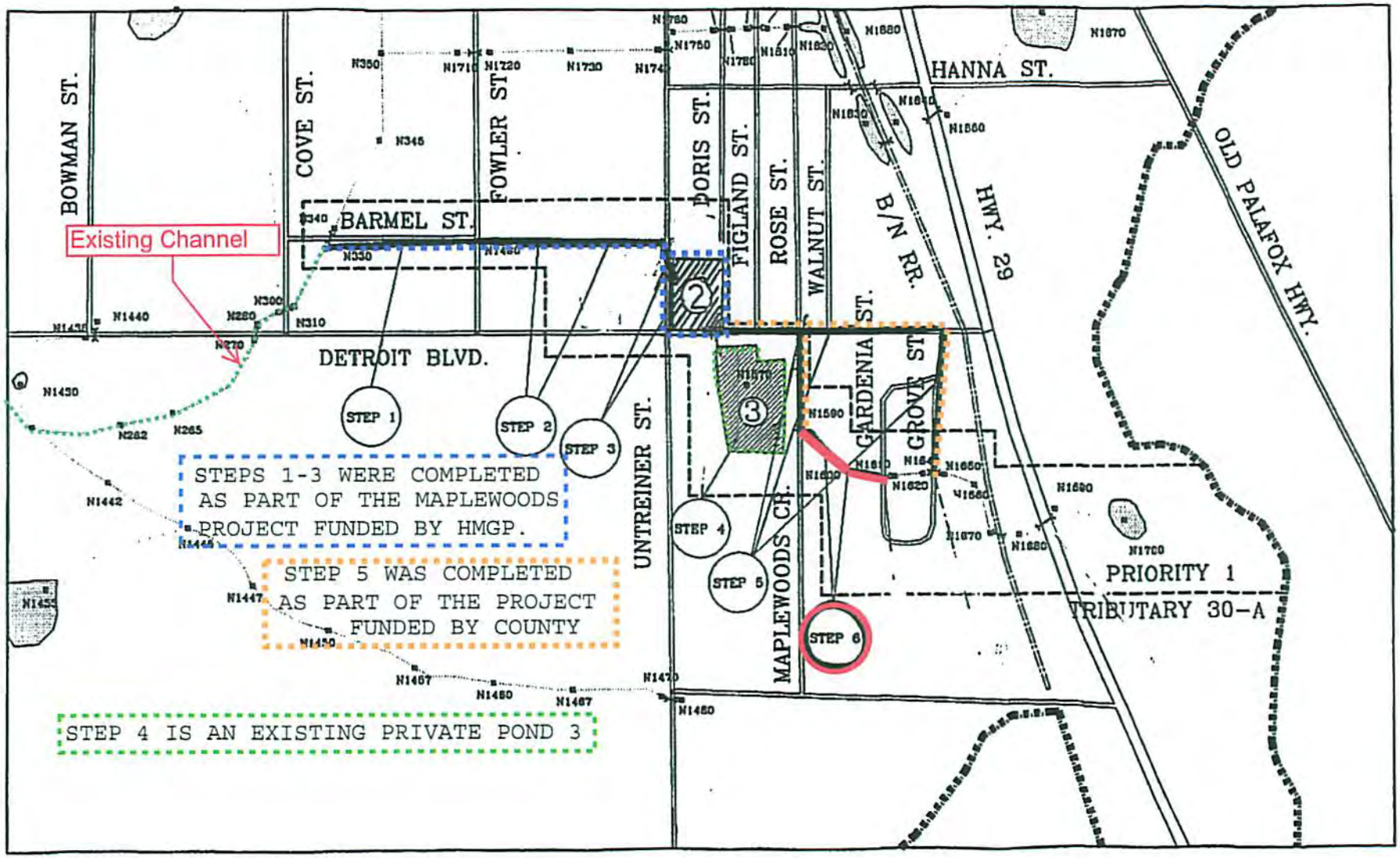
Engineering Services Estimate:	$120,000
Preliminary Construction Estimate:	$800,000
Total:	$920,000

HMGP FUNDING REQUESTS:

Federal Share (75%):	$ 690,000 + administrative costs
Local County Share (25%):	$ 230,000



Carlan Consulting Group, Inc. Architects Engineers Surveyors 4475 BAYOU BLVD. PENSACOLA, FL. 32503	ESCAMBIA COUNTY STORMWATER MASTER PLAN EIGHT MILE CREEK BASIN RECOMMENDED DRAINAGE IMPROVEMENTS	LEGEND STRUCTURE PROPOSED POND AREA CHANNEL FLOW PATH NODE POND	FIGURE 4-8 SCALE: 1" = 1000' DRAWN BY: B.Mc.	



Carlan Consulting Group, Inc.
Architects Engineers Surveyors
4475 BAYOU BLVD.
PENSACOLA, FL. 32503

ESCAMBIA COUNTY STORMWATER MASTER PLAN
EIGHT MILE CREEK BASIN
RECOMMENDED DRAINAGE IMPROVEMENTS

LEGEND
PROPOSED STRUCTURE
POND AREA
CHANNEL
FLOW PATH
NODE
POND

FIGURE 4-1
SCALE: 1" = 1000'
DRAWN BY: B.Mc.

U.S. Department of Homeland Security
FEMA Region IV / Florida Recovery Office
5900 Lake Ellenor Drive
Orlando, FL 32809

FEMA

October 11, 2011

2011 OCT 14 AM 9:03

Mr. Bryan Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: **Hazard Mitigation Grant Program (HMGP) DR-1595-27-R (State Project Number 1595-75), Escambia County, Maplewood Drainage Project, Scope of Work Expansion and Period of Performance Extension Approval**

Dear Mr. Koon:

The Federal Emergency Management Agency (FEMA) has reviewed the Florida Division of Emergency Management (FDEM) letter dated July 28, 2011 requesting that FEMA consider a Scope of Work (SOW) Expansion, Supplemental Funding, and Period of Performance (POP) extension for Hazard Mitigation Grant Program (HMGP) DR-1595-27-R, referenced above.

Per documentation submitted by the FDEM and applicant, the applicant is requesting to construct a bridge along Ashland Avenue over a tributary to the Eight-Mile Creek and to install piping of an open ditch within the Maplewood Subdivision to include inlets along the route. In a letter dated March 10, 2011, however, the applicant advised that final design plans and accurate bid costs supporting the proposed Scope of Work Expansion would be submitted once the project reaches the bidding stage.

After review and consideration of the submitted information, FEMA acknowledges the proposed Scope of Work Expansion and supports the FDEM decision to allow the applicant to submit final design plans and accurate bid costs in order to expand the Scope of Work. However, please be advised that additional funding will be considered after deliverables are submitted to FEMA for review.

Per the FDEM letter dated July 28, 2011, the applicant experienced an underrun in the amount of $807,843.10 for this project. The FDEM submitted a cost estimate to support the proposed design phase for the SOW Expansion dated May 6, 2011 with an amount of $119,986.77. However, per the request of the FDEM and applicant, FEMA now authorizes $120,000 from the underrun amount of $807,843 to be utilized to perform activities for the SOW Expansion design phase only.

This design phase is approved with the condition that no construction can begin until the results of the deliverables are reviewed and construction activities are approved. Failure to comply with this condition can result in the loss of all funding for this project.

In order for the SOW Expansion construction phase to be considered for funding, the design deliverables must include a complete proposed Scope of Work, project budget, hydrologic and hydraulic or other relevant technical data, the final engineering design and construction plans, refinement of the cost-effectiveness determination and relevant data required to make that determination. In addition, a Public Notice must be posted for this project. The comment period must be expired and all comments must be addressed and resolved.

Please see FEMA Environmental comments below:

The Design Phase (engineering, permitting, etc.) of this SOW Expansion project is Categorically Excluded from the preparation of an Environmental Assessment and/or Environmental Impact Statement under 44 CFR Part 10.8(d)(2)(iii). The sub-grantee must comply with all applicable Federal, state and local laws and regulations, and must obtain all required permits as a condition of FEMA funding.

As well, please note that additional consultation with other agencies, i.e. U.S. Fish and Wildlife (USFWS), U.S. Army Corps of Engineers (USACE), Tribal interests, etc. may be necessary due to the requested SOW Expansion. As a friendly reminder, this project will require the Tribal Consultation process due to the ground disturbing activities and clearance of this process must be received prior to construction commencement.

The Period of Performance for this project expired on March 20, 2011.

According to 44 CFR 13.50, all financial and performance reports required for closeout are due in 90 days after the expiration of the project's Period of Performance. Therefore, FEMA expected the final reports on this project on June 30, 2011.

The FDEM letter dated July 28, 2011 requested a Period of Performance (POP) extension to January 8, 2013. In accordance with FEMA Memorandum, Extension Request Approval for Florida Hazard Mitigation Grant Program (HMGP) Performance Period for DR-1595 from Sandra K. Knight, forwarded by Region IV from FEMA Headquarters on October 3, 2011, approval was granted allowing that the Grantee and Subgrantee may enter into valid contracts beyond the 12-month limit which will eliminate the need for interim extension requests. Based on this guidance, FEMA approves a 19-month POP extension which will bring the expired POP of March 20, 2011 current and also allow for 12 months to complete the design phase only.

The Period of Performance (POP) for design phase activities is one (1) year from the date of this correspondence and shall end on October 11, 2012.

All the activities specified in the Statement of Work should be completed and the deliverables submitted to FEMA no later than the date referenced above. In accordance with HMGP rules and policy, FEMA will require the submittal of all closeout documentation if the project is deemed impractical or not cost effective. This closeout documentation will be due within 90 days of the Period of Performance expiration date, but no later than January 11, 2013. After acceptance of the deliverables, the FDEM will receive notification and the funding to proceed with completion of the project.

The State (HMGP) Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project with future quarterly reports. Note that 44 CFR 206.438(c) indicates that the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion date, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

- For construction projects, the grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)].
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

According to the General Accounting Office (GAO) 10-80 and (GAO) 10-82, any and all cost associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding.

If the FDEM has any questions, please contact Linda Wells-Back, Hazard Mitigation Grants and Planning Program Manager at (407) 858-2806.

Sincerely,

Luis A. Jimenez
Mitigation Branch Director
FEMA Region IV / Florida Recovery Office

LAJ: kc

Enclosures
Revised State request dated July 28, 2011
Period of Performance Extension Request

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

June 28, 2011

received

Mr. Luis Jimenez
Mitigation Branch Director
Florida Recovery Office
5900 Lake Ellenor Drive
Orlando, FL 32809-4634

Attention: Linda Wells-Back, HMGP Planning Supervisor

Re: FEMA Award 1595-27-Ra, Escambia County, Maplewood Drainage Project Phase II

Dear Mr. Jimenez:

*****REVISED*****

The State of Florida, Division of Emergency Management, respectfully requests your review and consideration of the enclosed Scope of Work Expansion to include the Ashland Avenue Bridge and piping of an open ditch within the Maplewood's Subdivision to include design and construction costs as outlined in the attached letter.

A review of this modification has been conducted by the State and enclosed is the budget and timeline for the Ashland Ave. Bridge to assist you in your assessment of this proposed revision. Please be advised that the State is in agreement with the Sub-grantees' revisions and as indicated in the budget documentation the addition of the bridge will require supplemental funds of **$112,130.00**. This supplement along with the under-run from the original Funding Agreement of $807,843.10 will bring the funding for this additional work to an estimated cost of $920,000.00.

This State is also requesting to reinstate and extend the Funding Agreement for this project, which expired ending date March 20, 2011 for an additional 660 days (see timeline) bringing the new ending date to **January 8, 2013**. All work under the currently approved Scope of Work has been completed as previously required.

We appreciate your cooperation and assistance in reaching an amenable resolution regarding this matter. The State solicits your approval for the continuation of this project.

Cost (Based on the Original Award)		
Total Project Cost	**Federal Share**	**Local Share**
$2,502,396.00	$1,876,797.00 (75%)	$625,599 (25%)
Cost (Requested Revision)		
Total Project Cost	**Federal Share**	**Local Share**
$2,614,526.00	$1,960,894.50 (75%)	$653,631.50 (25%)
Federal Share Difference	$84,097.50 Federal	$28,032.50 match

Should you have any questions, please contact Jana Sterling, Project Manager at (850) 414-7770.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/js

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Maplewoods Subdivision Drainage Improvements

Motion made by Commissioner Gilley, seconded by Commissioner Dickson, and carried 4-0, with Commissioner Barnhart absent, approving issuance of a Task Order 01-2.02.C.G.2 on Contract 01-02.02.C to Kenneth Horne and Associates to design drainage improvements in the Maplewoods Subdivision, for an amount of $127,105.40 [Funding Source: Fund 351 "Local Option Sales Tax Extension"].

Speaker(s):

Glenn Grandison
John Wyche

III. FOR DISCUSSION

1. Appointment to Community Action Program Committee, Inc., Board of Directors

Motion made by Commissioner Banjanin, seconded by Commissioner Dickson, and carried 4-0, with Commissioner Barnhart absent, appointing Commissioner Marie Young to serve on the Community Action Program Committee, Inc., Board of Directors, relative to the February 21, 2003, letter from John Jerralds, Chairman, Board of Directors, Community Action Program Committee, Inc., requesting that the Board appoint a Commissioner to serve on the committee.

2. Construction of Metal Building Adjacent to Helicopter Pad at Road Department

Motion made by Commissioner Banjanin, seconded by Commissioner Dickson, and carried 4-0, with Commissioner Barnhart absent, taking the following action:

A. Authorizing the Escambia County Sheriff's Office to utilize land at the Escambia County Road Camp located on Highway 297A for the construction of a 2,500-square-foot metal building to be used for an equipment storage facility, to be funded by the Sheriff's Office from the Federal Forfeiture Budget; and

B. Authorizing the Escambia County Facilities Management Department, Road Prison, Building Department and other County departments, as needed, to assist the Sheriff's Office in the processing of required documents, permits, DRC approvals and installation of the building on the property as needed.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

31. Taking the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT), for funding (not to exceed $858,684), for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road: 1857

A. Approving the LAP Agreement between the FDOT and Escambia County, for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road;

B. Adopting a Resolution *(R2009-142)* authorizing the execution of the LAP Agreement; and

C. Authorizing the Chairman to sign the LAP Agreement and Resolution for this project.

32. Taking the following action concerning a Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Maplewoods Drainage Project (Funding Source: Escambia County's 25% construction cost match is available in Fund 352, "*[Local Option Sales Tax]* LOST III," Account 210107/56301, Project #09EN0093; this Hazard Mitigation Grant Program provides a reimbursement total of $1,909,226, equivalent to 75% of the estimated construction cost and an additional administrative allowance): 1857

A. Approving the Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners; and

B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1735 **County Administrator's Report Item #: 14. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Change Order to Kenneth Horne & Associates for Bartow Area Drainage Project
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to Kenneth Horne & Associates, Inc., for Professional Engineering, Design and Survey Services for Bartow Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$4,663.02
Vendor:	Kenneth Horne & Associates, Inc.
Project Name:	Bartow Area Drainage
Contract:	PD 02-03.79.23.5.ENG
PO No.:	100823
Change Order No.:	2
Original Award Amount:	$49,908.37
Cumulative Amount of Change Orders Through CO#2:	$ 4,663.02
New Contract Total:	$54,571.39

On December 4, 2009, a Task Order was issued to Kenneth Horne & Associates, Inc., to provide professional engineering, design and survey services for the Bartow Area Drainage Project. This includes analyzing historical drainage and flooding issues from Eliasberg Street, north on Bartow Avenue to the road's termination point at Jones Swamp Creek. In addition, the engineer is developing a scope of work to eliminate current flooding conditions without the use of open swales, which will incorporate a Vortech or similar water cleaning structure at or near the outfall of Jones Swamp. The re-design of the cul-de-sac by Kenneth Horne & Associates, Inc., is necessary due to a manufacturing error with the sediment control box. Change Order #1 was for time only.

The Purchasing Ordinance specifies that cumulative amounts to an award that have reached or exceeded $50,000 require Board approval.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #10EN0078 "Bartow Avenue Drainage"]

BACKGROUND:

On December 4, 2009, a task order was issued to Kenneth Horne & Associates to provide professional engineering, design and survey services for the Bartow Area Drainage Project. This includes analyzing historical drainage and flooding issues from Eliasberg Street, north on Bartow Avenue to the road's termination point at Jones Swamp Creek. In addition, the Engineer is developing a scope of work to eliminate current flooding conditions without the use of open swales, which will incorporate a Vortech or similar water cleaning structure at or near the outfall of Jones Swamp. The re-design of the cul-de-sac by Kenneth Horne & Associates is necessary due to a manufactuing error with the sediment control box. Change order #1 was for time only.

The Purchasing Ordinance specifies that cumulative amounts to an award that have reached or exceeded $50,000 require Board approval.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "LOST III", Account 210107/56301, Project #10EN0078 "Bartow Avenue Drainage".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

POS

Fee Proposal

PURCHASE ORDER NO. 100823

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
081954
KENNETH HORNE & ASSOCIATES INC
7201 N 9TH AVENUE STE 6
PENSACOLA FL 32504

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
1190 WEST LEONARD ST., SUITE #
PENSACOLA FL 32501
ATTN: ROBIN LAMBERT

ORDER DATE: 12/07/09	BUYER: PAUL NOBLES	REQ. NO.: 10000829	REQ. DATE: 12/04/09
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: BARTOW AREA DRAINAGE	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER NO. 02.03.79.23.5.ENG "PROFESSIONAL ENGINEERING, DESIGN AND SURVEY SERVICES FOR BARTOW AREA DRAINAGE." CIP: BARTOW AREA DRAINAGE	49908.3700	49,908.37

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	49,908.37	10EN0078

PAGE TOTAL $	49,908.37
TOTAL $	49,908.37

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirement for any County inspection and test contained in specifications applicable to this contract, except where specialized inspection or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturer's part number stated herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variances in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may return such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts. (Unit price and extensions need not be shown when comparable with the use of automated systems provided that the invoice is itemized to show this information); and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and

return them to the supplier's driver. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. The risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the event of loss or handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (in writing) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including all packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein, have complied with and shall fully satisfy and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered hereon shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality, and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good materials and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County, for the defense of settlement thereof.

11. INSTALLATION - If this order required the services of Contractor's agents or employees on County's premises such agents or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor carries full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive responsibility for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incidental to the performance of Contractor's obligations hereunder. If Contractor furnishes materials and services for construction or improvement for a flame sum amount, Contractor agrees to furnish an affidavit as County may reasonably require for accounting purposes. Contractor shall be solely responsible for the conduct of fire drills by County on either a single basis or connection with the order.

12. NON-DISCLOSURE - Without prior written consent of the County, in each instance, Contractor shall not reveal to any third party the details or characteristics of any information or materials made to the special order of County or use reproduce any thereof, or any promotional means or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent would relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time by written order, and without notice to the sureties make changes within the general scope of the contract in drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith (or) in the method of shipment and (or) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of the contract, whether or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall limit the right of the County and the Contractor (both parties) to enter into any agreement.

15. SUPPLIES are of correct weight unless otherwise stated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the owner after the entire job is completed and the contract is closed. After delivery and acceptance of goods, less deductions, if any, as stipulated in the contract. Invoices shall contain the contract number, purchase order number or the contractor's Federal Employer Identification Number. Invoices shall be mailed in duplicate (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoice for payment.

INTEREST PENALTIES - Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from the correct invoice is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency shall have been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right, unless the contractor without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice direct to the vendor upon cessation of such contingency even though such might have been operative at the date of the order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners, or duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings shall be in issue and may be reviewed in any competent court (b) In the event this contract is terminated as provided in paragraph, (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that (a) it is determined for any reason that the Contractor was not in default or (b) the Contractor's failure to perform is without its and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is so terminated the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act as amended, be subject to reduction of setoff. (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a Purchase Order only to the extent of authorized cash actually placed against this agreement.

27. PRICING - The prices to the County for all purchases made under this agreement shall be as low as lowest prices charged the supplier's most favored customer. In addition to any discounts

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, sex, age or national origin.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

TASK ORDER - PD 02-03.79.23.5.ENG

PROFESSIONAL ENGINEERING, DESIGN AND SURVEY SERVICES FOR BARTOW AREA DRAINAGE

1.0 Authorization

This task order is issued in compliance with the provision of the code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Kenneth Horne & Associates, Inc.) will provide the Escambia County Public Works Bureau Engineering Department with Professional Engineering, Design and Survey Services for Bartow Avenue Drainage. Engineer will analyze historical drainage and flooding issues from Eliasberg Street, North on Bartow Avenue to the road's termination point at Jones Swamp Creek. The design firm will develop a scope of work to eliminate current flooding conditions without the use of open swales. The design will incorporate a Vortech or similar water cleaning structure at or near the outfall of Jones Swamp. Per the atlached Scope of Services.

3.0 Schedule

This Task Order shall be completed within 540 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not to exceed of amount for $49,908.37. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Escambia County, Florida

11/30/09
Date

Accepted by:

Kenneth C Horne

Kenneth Horne & Associates, Inc.

12/3/09
Date

ESCAMBIA COUNTY
MANHOUR AND FEE ESTIMATE
Bartow Avenue Drainage
4-Nov-09

Item and		Senior Engineer $1.15	Project Manager 74.04	Engineer	Tech/CADD $3.19	Clerical $8.25	MANHOURS TOTAL	FEES TOTAL
	Task 1 Conceptual Design & Cost Estimate							
Item								
A	Coordination of Survey and Geotechnical Work	8			4	2	14	$934.44
B	Initial Utility Notifications	4			4	2	10	$669.80
C	Development Conceptual Design (30%) and Cost Est.	10			60		80	$5,625.90
D	Conceptual Design Review Meeting	8			2	2	12	$828.68
	Task 1 Subtotal	30	0	0	70	6	126	$7,958.10
	Task 2 Construction Documents							
Item								
A	Develop 60% plans	30			60	8	98	$5,915.90
B	60% Plan Review Meeting	8			2	2	12	$828.68
C	Utility Coordination	8			8	2	18	$1,147.22
D	Develop 90% Plans	30			60	4	94	$5,770.90
E	90% Plan Review Meeting	8			2	2	12	$828.68
F	Qty Take-off and Cost Estimate (At 60%, 90% & Final)	8			20	4	32	$1,858.60
G	Develop Final Plan & Bid Package	20			40	4	64	$3,895.60
H	Public Information Meeting	8			12	8	28	$1,577.48
	Task 2 Subtotal	120	0	0	204	34	358	$21,821.26
	Task 3 Limited CA / Permitting							
Item								
A	Attend Pre-Solicitation Meeting	4			4	2	10	$669.80
B	Prepare Addenda as Needed	10			8	4	22	$1,382.02
C	Prepare Permit Package(s)	16			32	8	56	$3,290.48
D	Final Inspection and Project Certification	8			4	2	14	$934.46
E	Draft As-Built Based Upon Contractor's Mark-ups	3			16	2	21	$1,166.99
	Task 3 Subtotal	41	0	0	64	18	123	$7,383.81
	Task 4 CEI - None - By Escambia County							
Item								
A	Submittal Reviews						0	$0.00
B	Pay Request Reviews						0	$0.00
C	Inspection Visits						0	$0.00
						Engineering and Permitting Fee		$37,203.37
						Surveying Allowance		$9,585.00
						Geotechnical Allowance		$2,400.00
						Permit Fee Allowance*		$0.00
						Env Consultant Allowance		$320.00
						Total Fee		$49,908.37

* Check for any permitting fees payable to regulatory agencies to be provided by Escambia County or handled as a reimbursable to KHA

CDCalculations verified 11/23/09 [signature]

Scope of Services

Bartow Area Drainage

(Kenneth Horne & Associates, Inc.)

GOALS AND OBJECTIVES

Analyze historical drainage and flooding issues from Eliasberg Street, North on Bartow Ave., to the road's termination point at Jones Swamp Creek. The design firm will develop a scope of work to eliminate current flooding conditions without the use of open swales. The design will incorporate a Vortech or similar water cleaning structure at or near the outfall at Jones Swamp.

The design Criteria should be for a 25 year storm event, minimum. Design and construction should be completed within 12 months of design award.

PROJECT AREA

The project limits will include the Bartow Avenue right-of-way generally from Eliasberg Street north to the outfall at Jones Swamp. It is anticipated that the limits of construction may extend just (100' – 200') north of Eliasberg Street.

BACKGROUND

The original design and construction of Bartow Avenue apparently planned for accommodation of drainage by utilization of the roadway as stormwater conveyance. Stormwater is conveyed within the street along the outer edge of the driving lanes. Flow is contained within an asphalt swale. It has been reported that depths of flow and resulting "gutter" spread during heavy rain events substantially exceed current County standards. It is also apparent from recent visual observation that flow continues for

significant periods following rain events resulting in a nuisance and unappealing aesthetic condition.

PROJECT SCOPE

DATA COLLECTION (4 WEEKS): Data collection will include topographic survey extending 50' beyond right-of-way, approximate right-of-way, and wetland jurisdiction location at Jones Swamp. It is anticipated that survey services will be provided by Pittman Glaze, Inc. As requested, an alternate proposal will be provided to allow in-house survey by Escambia County personnel.

Geotechnical testing and recommendations will be provided by Larry M. Jacobs and Associates, Inc. This effort will entail determination of general subsurface stratigraphy in the roadway and provision of recommendations for replacement of the roadway, pipe bedding, and drainage concerns. Seven Standard Penetration Test borings to a depth of ten feet are planned. Five locations will include a double core to allow in place density testing of the existing base.

Edmisten and Associates, Inc. will be used to verify and flag the wetland jurisdictional boundary along the northern edge of the project along Jones Swamp.

CONCEPTUAL DESIGN AND COST ESTIMATE (4 WEEKS): The conceptual design phase will include development of a concept plan and cost estimate for presentation to Escambia County for review and consideration.

CONSTRUCTION PLANS AND CONTRACT DOCUMENTS (8 WEEKS): The Engineer will provide design and preparation of Construction Documents in accordance with Escambia County standards based upon the approved Conceptual Plan.

Anticipated submittals include 60%, 90% and final. Review meetings will be held with Escambia County personnel at each submittal. A utility coordination meeting will be scheduled after County approval of the 60% documents. All known affected utility providers will be notified and encouraged to attend. At the 60% and 90% design phase, a set of drawings will be provided to the involved utilities for their review and mark-up. The Engineer will also assist with the coordination of a Public Information Meeting designed to inform area residents of the proposed project.

PERMITTING (12 WEEKS)

The Engineer anticipates submittal of a Northwest Florida Water Management District permit application or Notice of Exemption (as applicable) along with a Joint FDEP and COE Dredge and Fill application.

BIDDING AND CONTRACT ADMINISTRATION (32 WEEKS)

Assistance with the bidding process will include preparation of plan sets in disk form, attending the pre-solicitation meeting, and preparation of addenda as necessary.

Construction Phase services will be billed on a reimbursable basis and will include periodic site visits (up to 8 hours per week) along with submittal reviews, pay request reviews, along with additional effort as necessary to address any conflicts arising during construction. The Engineer will participate in a final walk-through inspection at the close-out of the project. As-Built drawings will be produced based upon the Contractor's marked-up drawings. Required Engineer's certification of any secured permit(s) will also be prepared at that time.

The Engineer will provide revised drawings on an as-needed basis for changes resulting from foreseeable and avoidable situations and will be available to address changes resulting from unforeseeable situations on a reimbursable basis.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 100823-1

CHANGE DATE: 08/01/11

INVOICE
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
081954
KENNETH HORNE & ASSOCIATES INC
7201 N 9TH AVENUE STE 6
PENSACOLA FL 32504

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 12/07/09	BUYER: PAUL NOBLES	REQ. NO.: 10000829	REQ. DATE: 12/04/09
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CHANGE ORDER #1 IS AN ADMINISTRATIVE CHANGE ORDER FOR TIME ONLY TO ALLOW THE DESIGN FIRM ON CONTRACT DURING CONSTRUCTION AND CLOSEOUT. THE TIME OF COMPLETION SHALLINCREASE BY THREE HUNDRED SIXTY-SIX (366) CALENDAR DAYS, THE NEW COMPLETION DATE IS JUNE 30, 2012. CIP: BARTOW AREA DRAINAGE PREVIOUS PURCHASE ORDER TOTAL DOLLARS: $7,638.61 NET DOLLARS FOR THIS CHANGE: $0.00 NEW PURCHASE ORDER TOTAL DOLLARS: $7,638.61 PREVIOUS CONTRACT TOTAL DOLLARS: $49,908.37 NET DOLLARS FOR THIS CHANGE: $0.00 NEW CONTRACT TOTAL DOLLARS: $49,908.37		
01	.00	LOT	TASK ORDER NO. 02.03.79.23.5.ENG "PROFESSIONAL ENGINEERING, DESIGN AND SURVEY SERVICES FOR BARTOW AREA DRAINAGE." CIP: BARTOW AREA DRAINAGE	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	.00	10EN0078

PAGE TOTAL $ .00
TOTAL $ .00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings attached to this order and the terms stated constitute the entire agreement between the parties unless otherwise stated in the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance are to be at destination, unless otherwise specified. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor or supplier unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the goods or services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item in quantity and schedule specified, and if the Contractor delivers and the County receives quantities of any item in excess of the quantity listed for (after considering any allowable overrun/underrun quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensation to the Contractor. Quantities in excess of $100 will at the option of the County either be returned to the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified the County may cancel order and buy elsewhere. Failure of the County to exercise this options will not constitute any concession or waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in the case which shall contain the following minimum information:

1 Name of supplier
2 Purchase Order
3 Date of call
4 Call number
5 Itemized list of supplies or services furnished
6 Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7 Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist it in the expeditious handling of damaged items the County will:

1 Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2 Report damage (visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3 Retain the item and its packaging (including other packing material) until inspection is performed by the carrier, and disposition given by the contract supplier.
4 Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, use and delivery of materials and items to be supplied under this contract have been or will be complied with and agrees to indemnify and save the County harmless from any liability which may be imposed upon the County as a result of any failure of the Contractor to so do.

8. TAXES - Counties are exempt from Federal excise taxes, transportation charges and any Florida Sales or Use Tax. The successful contractor is responsible for paying all taxes legally assessed on the transactions under this contract. Said Counties are exempt from Florida Sales Tax.

9. WARRANTIES - In addition to express warranties made by Vendor or common law or otherwise elsewhere in this order, Contractor expressly warrants that all items delivered hereunder shall conform to the specifications, drawings, samples or other descriptions furnished or specified by the County and shall be of good quality and free from defects in workmanship and materials for a period of twelve months from date of acceptance by the County, unless a longer period is specified elsewhere. The County's failure to give notice of defects shall not relieve Contractor of its obligations hereunder. Contractor shall remedy at its own expense all defects in the items delivered, whether patent or latent in nature, during the warranty period. Items found to be defective or not in accordance with the specifications may be returned to Contractor, either before or after acceptance by the County, for correction or replacement at the Contractor's expense, including all packing, handling and shipping charges required to return defective items to Contractor and to deliver the repaired or replacement items to the County. In addition, Contractor shall be liable for all consequential damages resulting from defective items. Contractor expressly acknowledges that any goods furnished hereunder are intended for resale to third parties, and Contractor warrants that all warranties granted to the County hereunder shall also be enforceable by such third parties.

10. PATENTS - Contractor shall hold and save the County, its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this contract, and Contractor will indemnify the County for any liability, including costs and expenses, for such infringement or use incurred by or imposed on the County as a result of any suit, action, or claim against the County for such infringement or use.

11. INSTALLATION - If Contractor is required to perform installation pursuant to this contract, unless otherwise provided or agreed upon, Contractor shall perform installation work so as to cause no interruption of the County's operations. Contractor shall be responsible for the proper care and protection of any of the County's property damaged by the performance of Contractor's installation work. Contractor shall perform its installation work so as to cause the least inconvenience to the County and with the least disruption to the County's operations. Installation shall be performed by workmen who are skilled in the work involved. Upon completion of installation, Contractor shall leave the premises in a neat and clean condition, consistent with the nature of the work. Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by its employees or work of any of its subcontractors during the performance of the work. When any work is performed on a continuous basis in or around the County's premises, Contractor shall perform such work so as to cause the least inconvenience to the County and with the least disruption to the County's operations. Installation shall be performed by workmen who are skilled in the work involved. Upon completion of installation, Contractor shall leave the premises in a neat and clean condition, consistent with the nature of the work. Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by its employees or work of any of its subcontractors during the performance of the work. When any work is performed on a continuous basis in or around the County's premises, Contractor shall perform such work so as to cause the least inconvenience to the County and with the least disruption to the County's operations.

12. NON-DISCLOSURE - Contractor shall hold all information received from the County under this contract in confidence and shall not disclose it to any person except with the written consent of the County's Director of Purchasing and Contracts. Contractor shall not use any information received in the performance of this contract for any purpose other than fulfilling the duties specified in this contract, for a period of three (3) years after termination of the contract, unless otherwise provided by law. Upon request, all documents, data, concepts, inventions, drawings, reports and materials in whatever form they exist obtained or produced in connection with this contract shall be returned to the County at the end of the contract term, unless otherwise directed by the County. Contractor's obligations under this section do not extend to information in the public domain; information previously received from another source without restriction as to use or disclosure; or information required to be disclosed by law.

13. CONDITION FOR ASSIGNMENT - This contract may not be assigned by Contractor in whole or in part without the written consent of the County. Contractor may not subcontract any work under this contract without the written consent of the County. Contractor agrees to be responsible for the performance of all subcontractors.

14. CHANGES - The Purchasing Manager may, at any time, by written order, make changes in the work within the general scope of the contract, including but not limited to changes in the specifications and delivery schedule. No order, statement or conduct of the County shall be treated as a change or entitle the Contractor to an equitable adjustment hereunder unless it is in writing and signed by the Purchasing Manager. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, an equitable adjustment may be made by written mutual agreement of the parties, and the contract modified in writing accordingly. Any claim by the Contractor for adjustment hereunder must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, unless the Purchasing Manager grants a further period of time before the date of final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. SUPPLIES are of domestic origin unless otherwise specified by successful supplier.

16. INVOICING AND PAYMENT - The invoice shall be sent upon delivery of the goods or services. Proper invoices should include the quantity, unit price and total price. The date of delivery or acceptance of goods or services should be included if that date affects the discount period. Separate invoices must be submitted for each purchase order number and delivery location. Federal Employer Identification Number must appear on each invoice. One (1) copy of the invoice shall be sent to the Finance Department at the address specified in the purchase order. Failure to follow these instructions may result in delay in payment. Payment terms for payment.

17. DISCOUNTS - Discounts will be computed from the date of delivery of the supplies or services or from the date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for consideration by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review, the Purchasing Manager may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. Sec. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods epidemics, strikes, labor troubles, inability of employees or carriers, or causes beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the period of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor upon cessation of such contingency even though such might have been specified after the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, that gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract; provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof, the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services, provided that (1) it is determined for any reason that the Contractor was not in default or (b) the Contractor's failure to perform is without its and the subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

24. TERMINATION FOR CONVENIENCE - The Purchasing Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is so terminated, the Contractor shall be compensated for goods delivered or services performed to the date of termination at the discretion of the County. To the extent that this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract may be assigned only pursuant to the Assignment of Claims Act of 1940 (31 U.S.C. 203 & 3727). However, payments to an assignee of monies under this contract shall not be subject to reduction or set-off for any indebtedness arising independently of this contract.

26. EXTENT OF OBLIGATION - The County is obligated only to the extent authorized by law. Contractor agrees to perform only to the extent funds are appropriated by the County.

27. PRICING - The Prices to the County for all goods or services under the agreement shall be no less favorable to the County than the supplier's most favored customer for comparable quantities.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor created thereby.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the contracting agency as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. Executive Order 11246 of September 24, 1965, requires that every equal opportunity clause prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.

PZ

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	081954	Vendor Name:	KENNETH HORNE AND ASSOCIATES,INC.		
Project Number:	10EN0078	P.O. Number:	100823	C.O. Number:	1
Department:	PUBLIC WORKS/ENGINEERING	P.D. Number:	02.03.79.23.5.ENG	Date:	07/22/11

Notes for Modifying the Scope of Award:

Administrative Change Order for time only to allow the design firm on contract during construction and closeout. The time of completion shall increase by three hundred sixty six (366) calendar days, the new completion date is June 30, 2012. CIP: Bartow Area Drainage

To Modify Existing Purchase Order:

		Quantity Adjustment:	Amount:
Adding Dollars to Line Item No:			
Deleting Dollars from Line Item No:			

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)	
Enc. Carried Forward/PO Total Dollars:	$7,638.61
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$7,638.61
Previous Contract Total Dollars:	$49,908.37
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$49,908.37

11 JUL 27 PM 2:21

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	10EN0078	$0.00	$7,638.61

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ Date: 7-22-11

Contract Administrator's Certification & Approval: _____ Date: 7/25/11

Office of Purchasing Review Agent: _____ Date: _____

Bureau Chief: _____ Date: 7-26-11

County Administrator's Approval: N/A _____ Date: 8-1-11

ESCAMBIA COUNTY
MANHOUR AND FEE ESTIMATE
Bartow Avenue Drainage
29-Sep-11

		Senior Engineer	Project Manager	Engineer	Tech/CADD	Clerical	MANHOURS	FEES
		81.15	74.04		53.19	36.25	TOTAL	TOTAL
CA Additional Services								
Item								
A	Attend Pre-Con	2					2	~~$162.30~~
B	Multiple Submittal Reviews	10			12		22	$1,449.78
C	Attend Ground Breaking Ceremony	4					4	~~$324.60~~
D	Re-Design Cul-de-sac Geometry and Elevations	16			36		52	$3,213.24
	Subtotal	32	0	0	48	0	80	$5,149.92

$4,663.02

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1710 **County Administrator's Report Item #: 14. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission for Establishment of an Archery Park
From: Patrick T. Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement (MOA) Between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning a Memorandum of Agreement (MOA) between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County for the establishment of an Archery Park:

A. Approve the MOA between the FWC and the County acknowledging their responsibility to provide mutually beneficial support in their respective efforts to complete the project known as the Escambia County Archery Park; and

B. Authorize the Chairman to execute the MOA without further action of the Board.

[Funding: Federal Aid Assistance from the Wildlife Restoration Program; donations to either the County, FWC, Archery Park, or Wildlife Foundation of Florida that are earmarked for the Archery Park; Grants obtained for the Archery Park; contributions from other nonprofit organizations; local, State and Federal funding for the Archery Park, and those funds available within any party's budget designated for the Archery Park to support the Archery Park in carrying out the purposes for which the Archery Park was established; Fund 401, Solid Waste, Cost Center 230309]

BACKGROUND:

Staff of the Florida Fish and Wildlife Conservation Commission (FWC), Escambia County Parks and Recreation Department and Solid Waste Management Department have met regarding the opportunity for both entities to pool their respective knowledge, expertise and other resources to create a sustainable place where residents can learn about and enjoy archery and other related outdoor activities.

Both FWC and County staff agree that the closed Klondike Landfill, located at 7200 Sparshott Drive, offers an area suitable for boader public use by building improvements being added to provide a venue to meet the objectives of the proposed Escambia County Archery Park.

BUDGETARY IMPACT:

Funding for this project will be available through Federal Aid Assistance from the Wildlife Restoration Program; donations to either the County, FWC, Archery Park, or Wildlife Foundation of Florida that are earmarked for the Archery Park; grants obtained for the Archery Park; contributions from other nonprofit organizations; local, state and federal funding for the Archery Park, and those funds available within any party's budget designated for the Archery Park to support the Archery Park in carrying out the purposes for which the Archery Park was established; Fund 401 Solid Waste, Cost Center 230309]

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement has been reviewed by Kristin Hual, County Attorney's Office, for form and legal sufficiency, as well as FWC's attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the County's commitment to properly manage and conserve the important natural resources of the county.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department and Parks & Recreaction Department will coordinate with the Florida Fish and Wildlife Conservation Commission and any other pertinent agencies needed to provide oversight of this project.

Attachments

MOA FWC & Escambia Co.

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND ESCAMBIA COUNTY

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called FWC, and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 221 Palafox Place, Suite 420, Pensacola, Florida 32501, hereafter called County.

WITNESSETH:

WHEREAS, the FWC and County are each concerned with the current and long-term promotion and participation in the sport of archery within Escambia County as well as the surrounding areas; and

WHEREAS, the parties desire to increase participation in this outdoor activity by offering public outreach, competitions, education, and by providing a safe facility for youth, families and other recreational users to participate in hands-on archery related activities; and

WHEREAS, the Parties desire to pool their respective knowledge, expertise, and other resources to create a sustainable place where residents can learn about and enjoy archery and other related outdoor activities; and

WHEREAS, the County owns property in Escambia County, Florida, at 7200 Sparshot Drive (Ref. parcel number 281S311000001003), formerly used as a landfill, depicted in Exhibit "A" and attached hereto, and hereinafter called Property; and

WHEREAS, the FWC, with Federal Aid assistance from the Wildlife Restoration Program, has created and is involved in the building and management of several archery parks throughout the State of Florida aimed at providing positive experiences for archery enthusiasts; and

WHEREAS, the Parties agree that the Property is suitable for broader public use by building improvements thereon to provide a venue suitable to meet the objectives of an Archery Park.

NOW, THEREFORE, the Parties, in consideration of the mutual terms, covenants and conditions set for the therein, hereby agree to the following:

1. RECITALS. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. PURPOSE. The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as the Escambia County Archery Park, hereinafter referred to as the Archery Park.

3. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:
   a. Following complete execution of this MOU the Parties agree to assign a name to the Archery Park.
   b. The Parties agree to develop a mission statement and goals for the Archery Park and further agree that all aspects associated with the development and operation of the Archery Park will be consistent with said mission statement and any requirements for public use associated with the Wildlife Restoration Program, Escambia County Parks and Recreation and Escambia County Solid Waste Management.
   c. The Parties agree to encourage the involvement of the Escambia County School Board as well as school boards of surrounding counties to use this facility to further the archery outreach component of the National Archery in the Schools Program.
   d. The Parties agree to establish and maintain a Committee of Advisors ("Committee") whose responsibility will be to advise the Parties on the planning and operation of the Archery Park; however, the Parties will retain ultimate responsibility and authority for developing and operating the Archery Park. The Parties may appoint no more than two people from each party to serve on the Committee for a term of two years. Any party hereto with two appointed members on the Committee may nominate an additional member or members to serve on the Committee; the appointment of a Committee member nominated as such is subject to the approval of the Committee. One person shall be nominated by the Committee to serve on the Florida Youth Conservation Center Network Statewide Council; thus linking this Park to the FWC's other outreach efforts across the state. Both Parties further agree to work cooperatively to establish bylaws and a mutually agreeable governance structure for the operation of the Committee.
   e. The Parties agree to work cooperatively and expeditiously to jointly develop a **Master Plan** ("Plan") for the development, financial oversight, maintenance and operation of the Archery Park. The Plan will be created in a transparent manner involving governmental agencies with jurisdiction, appropriate governmental officials and non-governmental organizations. Principal stakeholders that represent significant interest may be included in the creation of the Plan. The Plan may include public input and shall be prepared and submitted as required to appropriate governmental agencies to obtain all required permits. The Plan will contain the scope, purpose and use of the Archery Park by each of the Parties and an assignment of the rights and obligations of the Parties with respect to joint use and operation of the Archery Park. The Plan will set forth the terms of use and access of the Archery Park for the FWC's Hunter Safety Program, the FWC's Florida Youth Center Conservation Network partners, National Archery in the Schools Program, Escambia County Public Schools, local partners, and appropriate nonprofit and private entities.
   f. The Parties agree to make reasonable efforts to negotiate in good faith the terms and conditions of a **Management Agreement** ("Agreement") that will further define the

parameters of the development and operation of the Archery Park consistent with any requirements for public use associated with the Wildlife Restoration Program, Escambia County Parks and Recreation and Escambia County Solid Waste Management. The Plan will be incorporated into the Agreement.

g. The Parties agree to seek guidance and oversight in their efforts, plans, strategies, goals and operations from the Manager of Escambia County Solid Waste Management, Director of Escambia County Parks and Recreation and Section Leader of Florida Fish and Wildlife Conservation Commission's Hunter Safety and Public Shooting Range Section.
h. The Parties agree to pursue membership agreements, or third-party agreements with nonprofit archery organizations, to provide for the ongoing maintenance and operation of the Archery Park.
    i. The Parties agree that when any third-party agreement is made to provide the ongoing maintenance and operation of the Archery Park, this agreement must meet the approval of the Manager of Escambia County Solid Waste, Director of Escambia County Parks and Recreation and Section Leader of Florida Fish and Wildlife Conservation Commission's Hunter Safety and Public Shooting Section.
    ii. The Parties agree that any agreement with a third-party will require that the third-party shall indemnify and hold harmless Escambia County and the FWC from any and all claims or demands for any personal injury or property damage resulting from or arising out of the third-parties use, operation or occupancy of the premises.
    iii. The Parties agree that no part of any agreement with a third-party shall be written to be deemed to constitute a waiver of sovereign immunity of Escambia County or the FWC, or to protect the third-party from liability for any deliberate willful or malicious act of the third-party.
    iv. The Parties agree that any third-party agreement shall require the third-party to procure and maintain comprehensive liability insurance for personal injury, death and property damage protection of the amount of not less than $1,000,000 per person in any one claim and on an aggregate limit of $2,000,000 per occurrence. This policy shall list both Escambia County and the FWC as insured.
i. The Parties agree that the FWC can provide a plan for the control of hogs. This plan must be approved by the Manager of Escambia County Solid Waste before implementation. Other than this, there is no hunting or trapping of wildlife allowed on the Archery Park.
j. The Parties agree that Escambia County Solid Waste Management must operate this property as a closed waste facility and that this use takes precedence over all other uses.
k. The Parties agree that users of the Archery Park shall be controlled to stay within the confines of the established Park grounds and not to interfere with Escambia County Solid Waste Management's ability to perform their duties in monitoring the property.
l. The Parties agree to identify and implement programs that are intended to increase participation in archery.

m. The Parties agree to identify and encourage children and families to participate in available activities at the Archery Park.
n. The Parties agree to host local, regional and national archery competitions at the Archery Park.
o. The Parties agree to identify and work with other potential partners and locations that will contribute to the mission and goals of the Parties.
p. The Parties agree to work cooperatively when possible to create jobs for the private sector. Cooperative work between the Parties will also focus on molding future leaders and increasing job eligibility for youth participating in and using the Archery Park.
q. The Parties agree to participate as requested in any audits required by Florida law. Any party may request an audit of the Archery Park's finances to be performed by an auditor of such parties own choosing, at that party's expense. The party obtaining the audit shall make the results of the audit available to all Parties.
r. The Parties agree to use funds donated to either the County, FWC, Archery Park, or Wildlife Foundation of Florida that are earmarked for the Archery Park, grants obtained for the Archery Park, contributions from other nonprofit organizations, local, state and federal funding for the Archery Park, and those funds available within any party's budget designated for the Archery Park to support the Archery Park in carrying out the purposes for which the Archery Park was established.

4. RESPONSIBILITIES OF THE COUNTY:
   a. The County agrees to make the property depicted in Exhibit "A" attached hereto and incorporated herein, available for the purpose of establishing and maintaining the Archery Park consistent with the goals and objectives of each of the Parties and to allow the FWC to use the value of said property to account for the necessary state matching requirements for the use of Federal Aid funds.
   b. The County will be responsible for natural resource management of the Project lands and for any continued management associated with the closed landfill.
   c. The County agrees to provide a water line suitable to meet the needs of the County planning board's fire requirements and to allow the FWC to use the value of this service to provide for the necessary state matching requirements for the use of Federal Aid funds.
   d. The County agrees to maintain necessary ingress and egress of traffic to the Archery Park.
   e. The County agrees to provide documentation of any additional use of County resources in this project to help provide for the necessary state matching requirements for the use of Federal Aid funds.

5. RESPONSIBILITIES OF THE FWC
   a. FWC agrees to use Wildlife Restoration Funds to design and build the main structures and facilities used at the Archery Park (subject to obtaining the required in-kind match).
   b. FWC will serve as the lead managing entity (based on annually and legislatively approved funds) with respect to the operation and management of the Archery Park.
   c. FWC will serve as the lead in working with the County to develop the Plan.

d. In the event the Plan is not developed prior to the completion of the Archery Park, or in the event any approved third party associated with implementation of the Plan fails to perform their duties, the development, financial oversight, maintenance and operation of the Archery Park is the sole responsibility of the FWC.

6. TERM OF THE AGREEMENT. It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and shall remain in effect for a term of twenty years, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

   Furthermore, as required by Section 287.05805, Florida Statutes, the COUNTY grants FWC a security interest in the property in the amount of all state funds provided by FWC under this MOU for a minimum of five years from the date of the completion of the improvements as assurance that the improvements will be used for the purposes contemplated in this MOU.

7. TERMINATION. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 90 days prior to the termination date specified in the notice. If the COUNTY terminates this agreement within five years from the date of the completion of the improvements, the COUNTY shall reimburse the FWC for the pro-rated cost of improvements made by the FWC.

8. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:
William R. Cline, Section Leader
Hunter Safety and Public Shooting Range
620 South Meridian Street
Tallahassee, FL 32301
(850) 413-0084
(850) 413-7989
Bill.Cline@MyFWC.Com

FOR THE COUNTY:
Michael Rhodes, Director
Escambia County Parks and Recreation
1651 East Nine Mile Road
Pensacola, FL 32541
(850) 475-5220
(850) 475-5224
Michael_Rhodes@co.escambia.fl.us

Patrick Johnson, Manager
Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
(850) 937-2160
(850) 937-2164
Pat_Johnson@co.escambia.fl.us

9. AUTHORITIES. It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement

are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:

a. Escambia County: Chapter 125 and §163.01, Florida Statutes.
b. FWC: Article IV, Section 9, Florida Constitution; Sections 20.331 and 379.1025, Florida Statutes.

10. PUBLIC RECORDS. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

11. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

12. STATE REQUIRED CLAUSES.

a. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
b. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
c. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, sub-contractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
d. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

13. FEDERAL REQUIRED CLAUSES.

a. Non-discrimination. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et

seq.); and with all other Federal laws, regulations, and policies prohibiting discrimination on the grounds of race, color, national origin, handicap, religion, sex, or sexual orientation, in providing for facilities and service to the public.

b. Public Laws. Nothing herein contained in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.

c. Appropriations. Nothing contained in this Agreement shall be construed as binding the THE U.S. FISH AND WILDLIFE SERVICE to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

14. NON-ASSIGNMENT. This Agreement and may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

15. SEVERABILITY AND CHOICE OF LAW. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. NO THIRD PARTY RIGHTS. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

17. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the FWC shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

18. EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided

above, and to make such records available to the FWC or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

20. EFFECTIVE DATE. This Agreement, after being properly executed by the Parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: _____
Diane Eggeman, Director Hunting and Game Management

Date 10/20/11

APPROVED as to form and legality:

_____
Commission Attorney

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
~~Kevin W. White, Chairman~~
Wilson B. Robertson, Chairman

Date _____

ATTEST: Ernie Lee Magaha, Clerk of the Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: HCA
Date: 11/2/11

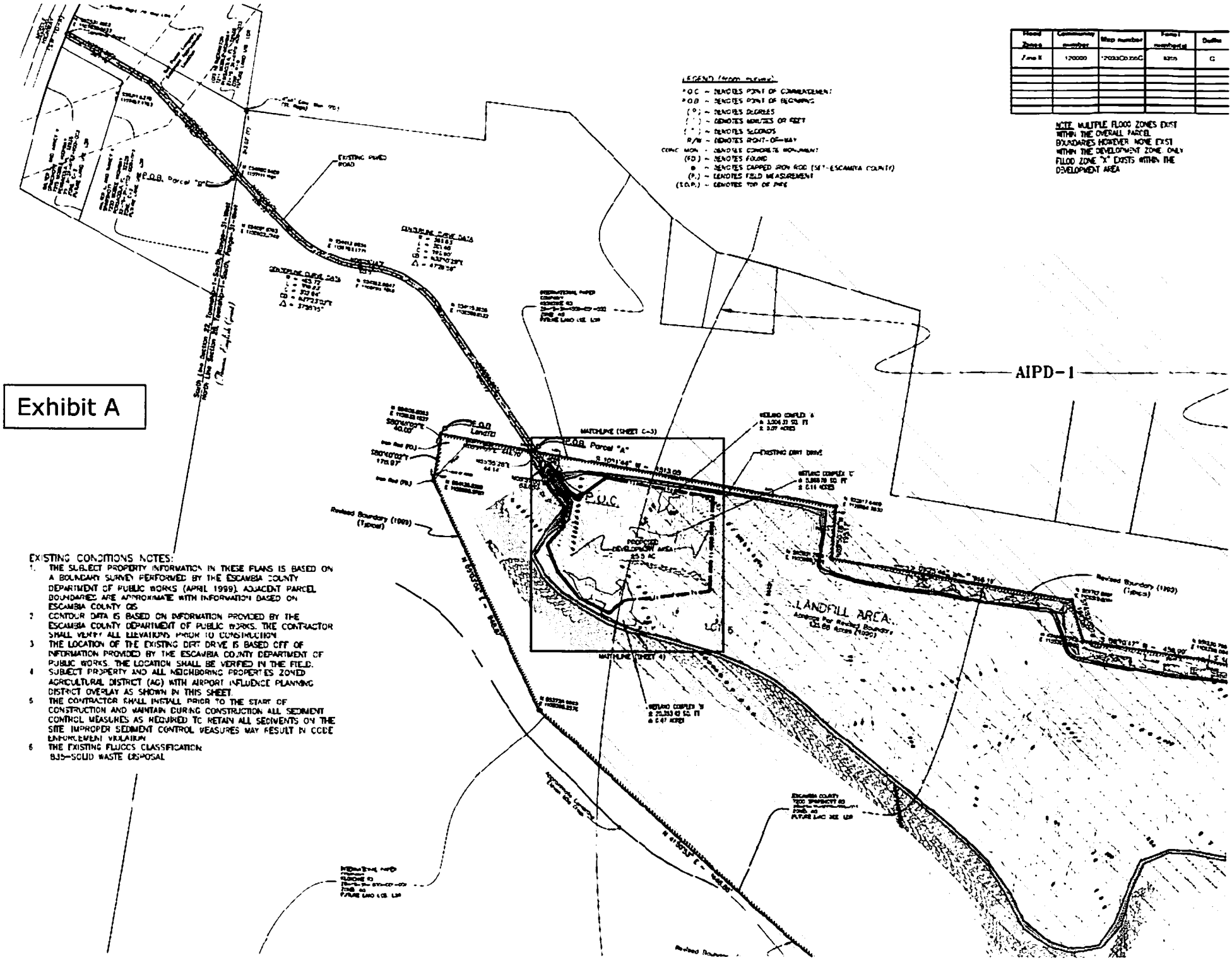


Exhibit A
AIPD-1
LANDFILL AREA
P.O.B. Parcel "A"
P.O.C.
MATCHLINE (SHEET C-3)
MATCHLINE (SHEET 4)
EXISTING DIRT DRIVE
PROPOSED DEVELOPMENT AREA
Revised Boundary (1999)
EXISTING PAVED ROAD
LEGEND (most items)
P.O.C. - DENOTES POINT OF COMMENCEMENT
P.O.B. - DENOTES POINT OF BEGINNING
(°) - DENOTES DEGREES
(') - DENOTES MINUTES OR FEET
(") - DENOTES SECONDS
R/W - DENOTES RIGHT-OF-WAY
CONC MON - DENOTES CONCRETE MONUMENT
(FD) - DENOTES FOUND
● - DENOTES CAPPED IRON ROD (SET-ESCAMBIA COUNTY)
(P.) - DENOTES FIELD MEASUREMENT
(T.O.P.) - DENOTES TOP OF PIPE
NOTE: MULTIPLE FLOOD ZONES EXIST WITHIN THE OVERALL PARCEL BOUNDARIES HOWEVER NONE EXIST WITHIN THE DEVELOPMENT ZONE ONLY FLOOD ZONE "X" EXISTS WITHIN THE DEVELOPMENT AREA
EXISTING CONDITIONS NOTES:
1. THE SUBJECT PROPERTY INFORMATION IN THESE PLANS IS BASED ON A BOUNDARY SURVEY PERFORMED BY THE ESCAMBIA COUNTY DEPARTMENT OF PUBLIC WORKS (APRIL 1999). ADJACENT PARCEL BOUNDARIES ARE APPROXIMATE WITH INFORMATION BASED ON ESCAMBIA COUNTY GIS.
2. CONTOUR DATA IS BASED ON INFORMATION PROVIDED BY THE ESCAMBIA COUNTY DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION.
3. THE LOCATION OF THE EXISTING DIRT DRIVE IS BASED OFF OF INFORMATION PROVIDED BY THE ESCAMBIA COUNTY DEPARTMENT OF PUBLIC WORKS. THE LOCATION SHALL BE VERIFIED IN THE FIELD.
4. SUBJECT PROPERTY AND ALL NEIGHBORING PROPERTIES ZONED AGRICULTURAL DISTRICT (AG) WITH AIRPORT INFLUENCE PLANNING DISTRICT OVERLAY AS SHOWN IN THIS SHEET.
5. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
6. THE EXISTING FLUCCS CLASSIFICATION: 834-SOLID WASTE DISPOSAL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1791 **County Administrator's Report Item #: 14. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Perdido Key Fire Station and Community Center, PD 110-11.079
From: Charles R. (Randy) Oliver
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of Contract PD 10-11.079, Perdido Key Fire Station and Community Center - Charles R. "Randy" Oliver, County Administrator

That the Board award a Contract to Rod Cooke Construction, Inc., in the base bid amount of $3,200,000, plus add alternate #1, in the amount of $175,000, and add alternate #2, in the amount of $1,245,000, for a total Contract award of $4,620,000, for the Perdido Key Fire Station and Community Center, PD 10-11.079, and authorize the County Administrator to execute all documents.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project #08PF0012]

BACKGROUND:

On Apr. 21, 2011 the Board approved directing staff to prepare solicitation documents with the following alternatives:
Base bid to include the fire station and infrastructure build-out
An additive alternative to include a visitors' information center/community center
An additive alternative to include a helideck and associated infrastructure
An alternative to include all of the above
On Sep. 26, 2011 Escambia County advertised the project for bidding. On Nov. 1, 2011 Escambia County received eleven sealed, responsive bids. The apparent low bidder, Sharpe, Inc., withdrew because of an error in their bid. As a result, Rod Cooke Construction, Inc. became the low bidder of the remaining ten.
The attachment, Breakdown of the Recommended Award to Rod Cooke Construction, Inc., shows the costs broken down as directed by the Board.
Available funding for construction is $4,673,378. The award of $4,620,000 will leave an unencumbered balance of $53,378. This balance shall be used as contingency. Staff is anticipating a sales tax savings of approximately $100,000 through the County's Owner Direct Purchase Program. This amount will also be used for contingency resulting in approximately $150,000 available in contingency. A ten percent contingency of $462,000 would be preferable; however, staff is not requesting any additional funding at this time. It is possible, however, that if unforeseen conditions or issues arise, a request for additional funding may be necessary. If funds are needed, the Southwest Sports Complex is currently over $1 million under budget at 40% complete, and the funds would be taken from that project.
As part of the bid package, an alternate was included to provide a geo-thermal heat pump

system for the fire station in lieu of the air-to-air heat pump system included in the base bid. While we believe that geo-thermal is superior and more cost effective, the cost by the low bidder for this alternate was $230,000 which we believe was a mistake by the bidder. We believe, based on the other bids, the price should have been $100,000 plus or minus. The average bid for the geo-thermal system by the other nine responsive bidders is $74,132.
We are prohibited by law from negotiating with a low bidder prior to award and consulted with the County Attorney's Office about not awarding the geo-thermal alternate and negotiating a change order with the contractor after the award. The County Attorney's Office advised us this was not an appropriate approach. Please note the lower bidder would be low with or without the geo-thermal alternate at $230,000. Consequently, in our opinion, it would not have disadvantaged any of the bidders. It is not practical to contract the geo-thermal work outside the general contract because of the integration.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 110267, Object Code 56201, Project #08PF0012]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's standard form of Contract will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Perdido Key Backup

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Perdido Key Fire Station and Community Center ITB# 10-11.079													
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 11/01/2011 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (Florida Status on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknow Addenda 1-5	Base Bid	Alt 1	Alt 2	Alt 3	Alt 5a	Alt 5b	Alt 6
Morette Company	Y	Y	Y	Y	Y	Y	Y	$3,673,500	$182,650	$1,294,650	$64,845	$17,095	$20,515	$181,535
A.E. New, Jr., Inc.	Y	Y	Y	Y	Y	Y	Y	$3,890,000	$185,000	$1,445,000	$65,800	$17,000	$20,000	$179,000
Speegle Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	$3,883,000	$197,000	$1,343,000	$57,000	$17,000	$21,000	$181,000
Sharpe, Inc.	BID WITHDRAWN													
Cathey Construction & Dev.	Y	Y	Y	Y	Y	Y	Y	$3,970,589	$108,637	$1,343,468	$117,843	$4,584	$5,020	$182,875
Jack Moore & Co., Inc.	Y	Y	Y	Y	Y	Y	Y	$3,380,000	$175,000	$1,308,000	$110,000	$16,600	$20,000	$170,000
Wescon Corporation	Y	Y	Y	Y	Y	Y	Y	$3,992,000	$240,000	$1,500,000	$74,000	$17,000	$20,000	$178,000
Culpepper Construction	Y	Y	Y	Y	Y	Y	Y	$3,587,000	$140,000	$1,359,000	$43,000	$16,000	$20,000	$180,000
SeaTech, Inc.	Y	Y	Y	Y	Y	Y	N	$6,151,434	DISQUALIFIED					
The Green Simmons Co., Inc.	Y	Y	Y	Y	Y	Y	Y	$3,750,000	$150,000	$1,550,000	$68,000	$17,000	$20,000	$180,000
Rod Cooke Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	$3,200,000	$175,000	$1,245,000	$230,000	$17,000	$20,000	$187,000
American Contractor and Tech.	Y	Y	Y	Y	Y	Y	Y	$4,269,370	$26,400	$1,977,665	$68,899	$5,670	$6,200	$200,000
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager			DATE: November 1, 2011										
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: November 1, 2011										
BIDS TABULATED BY:	Lori Kistler, SOSA			DATE: November 1, 2011										

NO BIDS WERE RECEIVED FROM HEWES & CO, LLC AND CARTER'S CONTRACTING SERVICES, INC.

CAR DATE 11/17/2011 BOCC DATE 11/17/2011

The Purchasing Manager/Designee recommends to the BCC: To award project to Rod Cooke Construction, Inc. Base Bid $3,200,000; Alt. #1 $175,000; Alt. 2 $1,245,000 for a total award of $4,620,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Re-Posted 9:00 a.m. CST, 11/07/2011

CS/lk

BAPTIST
Hospital - Pensacola

Baptist LifeFlight
1000 West Moreno Street
Post Office Box 17500
Pensacola, Florida 32522-7500
Phone (850) 434-4011

Commissioner Gene Valentino
221 Palafox Place, Suite 400
PO Box 1591
Pensacola, Florida 32591

March 24, 2011

Commissioner Valentino,

On behalf of Baptist LifeFlight, I would like to take this opportunity to thank you for your support of the Helicopter EMS community as you complete plans for the new fire station on Perdido Key. As the third hospital based air medical program in the country and the first in the state of Florida, LifeFlight has been serving the Escambia County area for over 33 years. Last year we safely transported 2155 patients over a three state area in response to accidents and medical emergencies. Because of the unique nature of our mission we are frequently called upon to land in unapproved and non-secured landing zones. With every landing there is an element of risk to our aircraft, crew and the people on the ground in the area where we are landing. Common hazards include traffic, loose sand, unsecured debris and utility lines.

With increasing frequency in populated areas, such as Perdido Key it is very hard to find a safe landing zone when called to a scene. The roof top helipad that is being planned for the new fire station represents the ideal landing situation for us from a safety and operational perspective. It will improve the safety of operations for any calls in that area. In addition to eliminating the hazards listed above it will also:

- Prevent traffic congestion caused by closing a roadway for us to land on
- Reduce manpower requirements for responding units since they do not have to set up and monitor a landing zone for us
- Improve safety for your citizens and the LifeFlight crew by eliminating the need for an unsecured LZ
- Improve speed to care for the patient by eliminating the delays associated with setting up an LZ
- Reduce wear on the aircraft engines associated with the intake of sand when landing on the beach
- Provide a designated location for disaster response and operations

I applaud you for recognizing the need to provide a safe landing zone for the citizens in your district when they need rapid transportation by helicopter. As the area continues to grow your foresight will assure that when LifeFlight is needed we will be able to respond without delay to safely provide service to the citizens in the Perdido Key area.

Sincerely,

Kevin Stanhope RN, EMT-P, CMTE
Program Director, Baptist LifeFlight

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1733 **County Administrator's Report Item #: 14. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2011
Issue: Lease Agreement between Escambia County and SETCO Florida Partners for Temporary Space to House the Perdido Key Visitor's Information Center
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Lease Agreement between Escambia County and SETCO Florida Partners for Temporary Space to House the Perdido Key Visitor's Information Center During the Construction of the Perdido Key Fire Station and Community/Visitor's Information Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Lease Agreement with SETCO Florida Partners for property located at 14620 Perdido Key Drive, Suite 200, Perdido Key, Florida, 32507:

A. Approve and authorize the Chairman to sign a Lease Agreement for the property located at 14620 Perdido Key Drive, Suite 200, Perdido Key, Florida, 32507. This Lease shall be for $1,200/month for a period of 18 months, commencing on December 1, 2011, and expiring on June 1, 2013. In the event an extension is necessary, this Agreement may be renewed on a month-to-month basis for not more than six months under the same covenants and conditions; and

B. Approve the allocation of $21,600 from the General Fund's Reserves for Operating to pay the Lease cost for the space provided to the Perdido Key Visitor's Information Center during the renovation of the fire station.

[Funding: This action will increase the total project budget for the Perdido Key Fire Station by $21,600, which amount will be transferred from Fund 001, General Fund, Cost Center 110201, Administration, Object Code 59805, Reserves for Operating to Fund 001 General Fund, Cost Center 210601, Facilities Management Administration, Object Code 54401, Rentals and Leases]

The purpose of this Lease is to provide temporary accommodations for the continued operations of the Perdido Key Visitor's Information Center during the construction of the new Perdido Key Fire Station and Community/Visitor's Information Center buildings.

At the November 17, 2011, Board of County Commissioners' meeting the Board will be asked to approve and award a Contract to a general contractor for the demolition of the existing Fire Station/Visitor's Information Center building and construction of a new Fire Station building and a new Community/Visitor's Information Center building. This will require the occupants of the

existing building to temporarily relocate during the entire construction phase. Fire Fighters will relocate to the Innerarity Fire Station, located at 14250 Innerarity Point Road, and the Visitor's Information Center will relocate to this leased facility.

BACKGROUND:

The purpose of this lease is to provide temporary accommodations for the continued operations of the Perdido Key Visitor's Information Center during the construction of the new Perdido Key Fire Station and Community/Visitor's Information Center buildings.

At the November 17, 2011, Board of County Commissioners meeting the Board will be asked to approve and award a contract to a general contractor for the demolition of the existing Fire Station/Visitor's Information Center building and construction of a new Fire Station building and a new Community/Visitor's Information Center building. This will require the occupants of the existing building to temporarily relocate during the entire construction phase. Fire Fighters will relocate to the Innerarity Fire Station located at 14250 Innerarity Point Road, and the Visitor's Information Center will relocate to this leased facility.

BUDGETARY IMPACT:

Funding: This action will increase the total project budget for the Perdido Key Fire Station by $21,600, which amount willl be transferred from Fund 001 General Fund, Cost Center 110201 Administration, Object Code 59805 Reserves for Operating to Fund 001 General Fund, Cost Center 210601 Facilities Management Administration, Object Code 54401 Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office, Facilities Management and SETCO Florida Partners. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current policy requires Board approval for all lease agreements.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Perdido Key Visitor's Information Center Lease Agreement

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT is made this ____ day of _____, 2011, by and between SETCO Florida Partners, a Florida general partnership, whose address is 12815 Emerald Coast Parkway, Suite 124, Destin, Florida 32550 (Lessor), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Lessee).

WITNESSETH:

Lessor, for and in consideration of the payment of the rent and the performance of all other covenants and conditions described in this Lease Agreement, leases to the Lessee the real and/or personal property described below.

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee Suite 200 located at 14620 Perdido Key Drive, Pensacola, Florida 32507 together with reasonable use of the parking and common areas on the property. The property (Property) is described on the attached Exhibit A and Suite 200 is described on the attached Exhibit B.

2. TERM OF LEASE. The Initial Term of the Lease Agreement shall be for eighteen (18) months, commencing on December 1, 2011, (Effective Date) and ending on June 1, 2013. This Lease Agreement may be renewed by Lessee on a month-to-month basis for not more than six (6) months (Extended Term) under the same covenants and conditions, provided that Lessee shall deliver to the Lessor written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.

3. RENT. Lessee shall pay to the Lessor monthly rent in the amount of $1,200.00. Rent shall be paid on or before the first day of the month. The first month's rent shall be prorated to the Effective Date.

4. USE. Lessee shall use the Property solely for the Perdido Key Visitor's Information Center and associated office space for the Perdido Key Chamber of Commerce unless Lessee first obtains written consent of Lessor.

5. TAXES. During the Initial Term or any Extended Term of this Lease Agreement, Lessor shall be responsible for all taxes due on the Property or arising out of the Lease Agreement, including but not limited to ad valorem real property taxes and sales taxes.

6. MAINTENANCE AND UTILITIES. Lessee shall be responsible for janitorial services for Suite 200. Lessor shall be responsible for all other maintenance on the Property, including but not limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, maintenance of the parking areas, exterior landscaping, and grounds keeping. Lessee shall be responsible for utility service charges for telephone, internet,

and cable television. Lessor shall be responsible for all other utility service charges, including but not limited to electricity, gas, water, sewer, and sanitation.

7. REPAIRS. Lessor shall be responsible for all repairs on the Property, including but not limited to the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the Lessor except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. DESTRUCTION OF PROPERTY. In the event that the Property is damaged or destroyed by fire, storm or other casualty so as to render it unsuitable for the purpose contemplated by this Lease Agreement, Lessee's obligation to pay rent shall cease from the date of the casualty, and Lessor shall promptly return the pro rata portion of any rent paid in advance.

9. TERMINATION. Lessor may terminate this Lease Agreement for material breach of its terms, provided that Lessor shall first provide Lessee with thirty (30) days written notice and reasonable opportunity to cure the breach. Lessee may terminate the Lease Agreement, for cause or convenience, upon ninety (90) days written notice to Lessor. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date.

10. COMPLIANCE WITH LAWS. Lessee will promptly comply with all applicable and valid laws, ordinances, and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the Property.

11. EMINENT DOMAIN. If all of the Property is taken under the power of eminent domain, or if only a part of the Property is so taken, and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then, in either event, this Lease Agreement shall terminate as of the date Lessee is required to give up the right to occupy or use any part of the Property. The termination of this Lease Agreement as provided above shall not operate to deprive Lessee of the right to assert a claim against the condemning authority for any damage suffered by Lessee. If this Lease Agreement is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rental.

12. QUIET ENJOYMENT. Lessee, upon paying the rent and performing the covenants and conditions in this Lease Agreement, shall quietly have, hold and enjoy the Property and all rights granted Lessee in this Lease Agreement during the Initial Term and any Extended Term. Lessor warrants that it is the owner of the Property.

13. NOTICES. All notices shall be in writing and delivered either to the intended party personally, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses listed below, or to an address that either party may designate in writing and deliver to the other.

LESSOR: SETCO Florida Partners
12815 Emerald Coast Parkway, Suite 124
Destin, Florida 32550

LESSEE: Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

With a copy to:
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

14. COMPLETE AGREEMENT. This Lease Agreement contains a complete agreement between the parties and there are no other promises, representations or inducements. No modification to this Lease Agreement will be effective unless in writing and executed by both parties.

15. ALTERATIONS OR ADDITIONS. Alterations, modifications or additions to the Property, except minor alterations and interior decorating, shall not be made by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld. Any alterations or additions shall be done in a good and workmanlike manner and in compliance with applicable governmental rules and regulations with the cost being paid by the Lessee. At Lessor's option, Lessee shall remove such alteration, modification, or addition at the termination of the Lease Agreement and repair any damage caused by the removal.

16. RIGHT OF ENTRY. Lessee shall permit Lessor to enter the Property at all reasonable times for the purpose of inspecting or posting notices of non-responsibility for alterations, additions or repairs, providing that reasonable notice of such entry is furnished to Lessee.

17. INSURANCE. Lessee is self-insured pursuant to Section 768.28, Florida Statutes. Nothing in this Lease Agreement shall be construed as indemnity or waiver of sovereign immunity enjoyed by the Lessee, as provided in Section 768.28, Florida Statutes, or any other law pertaining to the limitations on claims.

18. WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

19. LATE CHARGES. All rental payments shall be due and payable in advance on or before the first day of each month. Any rental payment not paid when due and received by the Lessor by 5:00 P.M. on the 6th day of each month in which rent is due shall result in a late charge calculated in accordance with Section 218.74, Florida Statutes.

20. INSURANCE. During the Initial Term and any Extended Term, Lessor shall maintain

fire and extended coverage insurance for the full insurable value of the Property.

21. DISPUTE RESOLUTION. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

22. RADON GAS NOTIFICATION. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas 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 health unit.

23. AUTHORITY. Each person executing this Lease Agreement warrants that they have the authority necessary to bind each of the parties. The undersigned Managing Partner of Lessor further warrants that the only other partner of SETCO Florida Partners is SETCO Florida Partners, LLC, a Florida limited liability company, and that neither partner is in default under the Articles of Partnership.

THIS LEASE AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMISSIONERS FOR ESCAMBIA COUNTY, FLORIDA, AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, the undersigned have set their hands on the dates below written.

Executed by Lessor on _____, 2011.

SETCO Florida Partners
a Florida general partnership

Witness _____
Print Name _____

Witness _____
Print Name _____

_____
By: George T. Brannon, Sr., individually, as Managing Partner, and as Managing Member of SETCO Florida Partners, LLC

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me under oath, this _____ day of _____, 2011, by George T. Brannon, Sr., individually, as Managing Partner of

SETCO Florida Partners, a Florida general partnership, and as Managing Member of SETCO Florida Partners, LLC, a Florida limited liability company, on behalf of the partnership, who (_) is personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Executed by Lessee on _____, 2011.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

_____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved:_____

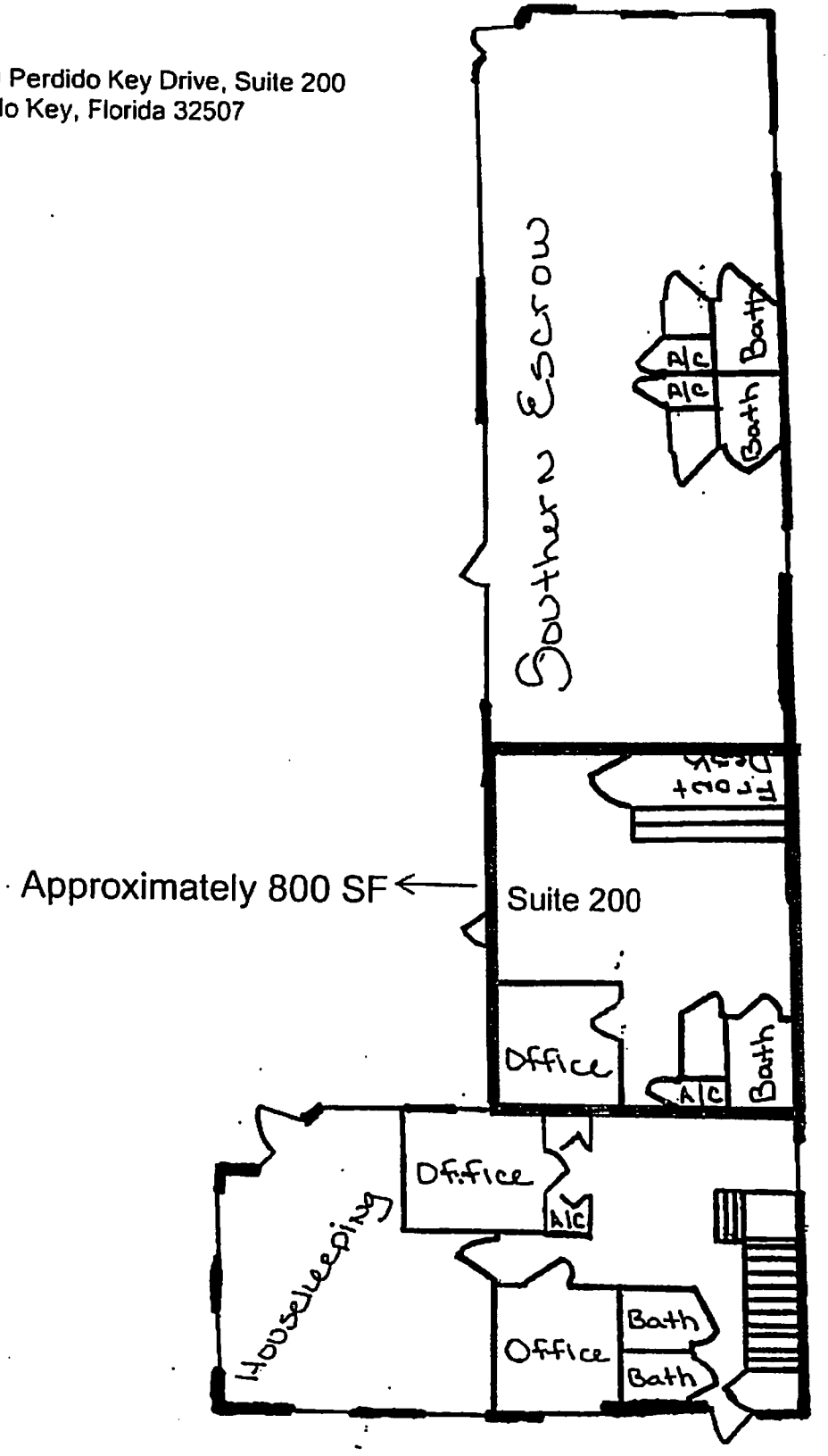
This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 10, 2011

EXHIBIT A

The East 75 feet of Lot 68, Gulf Beach Subdivision, according to the Plat thereof, as recorded in Plat Book 4, Page 52, Public Records of Escambia County, Florida.

Exhibit B

14620 Perdido Key Drive, Suite 200
Perdido Key, Florida 32507



PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2010) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, George T. Brannon, Sr., as Managing Partner of SETCO Florida Partners, do hereby attest and affirm:

1. That the address for SETCO Florida Partners is 12815 Emerald Coast Parkway, Suite 420, Destin, Florida 32550.

2. That the following persons have a beneficial interest in the real property described in Exhibit A:

A. _____
(Name) (Address)

Relationship/Interest:_____

B. _____
(Name) (Address)

Relationship/Interest:_____

C. _____
(Name) (Address)

Relationship/Interest:_____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Witness _____
Print Name _____

Witness _____ By: _____
Print Name _____ _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by George T. Brannon, Sr., as Managing Partner of SETCO Florida Partners, a Florida general partnership, on behalf of the partnership. He/She (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

The East 75 feet of Lot 68, Gulf Beach Subdivision, according to the Plat thereof, as recorded in Plat Book 4, Page 52, Public Records of Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1766 **County Administrator's Report** **Item #: 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/17/2011
Issue: Issuance of not exceeding $20,000,000 Escambia County, Florida Capital Improvement Refunding Revenue Bond, Series 2011, to evidence a bank loan to fin
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Refinancing the Outstanding 2002 Capital Improvement Bonds - Amy Lovoy, Management & Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the "2011 Resolution") authorizing the issuance and sale of a not exceeding $20,000,000 Escambia County, Florida, Capital Improvement Revenue Bond, Series 2011 (the "2011 Bond"), which 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock, if required.

(THE RESOLUTION WILL BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

The proposed 2011 Bond is to be issued to evidence a bank loan for the purpose of refinancing all or a portion of the outstanding Capital Improvement Revenue Bonds, Series 2002 (the "Refunded 2002 Bonds") issued pursuant to Resolution R2002-200 adopted by the Board on November 19, 2002. The Refunded 2002 Bonds were issued to finance certain capital improvements of the County located on Santa Rosa Island.

The proposed refinancing is for debt service savings and to provide for the release of certain covenants with respect to the Refunded 2002 Bonds. The interest rate will be set upon acceptance by the County of the bank's proposal and execution of the Forward Rate Lock, if required. The refinancing has been structured to provide the savings to the County over the life of the 2011 Bond.

The County's financial advisor solicited proposals from area banks to provide the financing for the refunding. Those proposals are due on November 11, 2011, and a committee will review and formally select a bank for approval by the Board. A resolution will be provided prior to the meeting on November 17 and will reflect the specific terms of the Proposal and the terms and conditions otherwise required by the Bank.

The net proceeds of the 2011 Bond will be deposited into an Escrow Account created under the Escrow Deposit Agreement. Such amount will be held in cash and invested in Federal Securities, United States government obligations and will be sufficient, together with interest earnings thereon, to pay and retire the Refunded 2002 Bonds on October 1, 2012, the first possible optional redemption date.

The 2011 Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem Revenues, releasing as to the 2011 Bond the pledge of Net Toll Revenues and Lease Revenues. The 2011 Bond does not constitute a general obligation or a pledge of the full faith and credit of the County.

The 2011 Resolution and its attachment will be prepared by McGuireWoods LLP, the County's Bond Counsel, and will be reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

It is estimated that the issuance of the 2011 Bond will result in a significant savings to the County. If the Bank requires the execution of a Forward Rate Lock and the transaction does not close, the County could be liable for payment of all costs of the Bank incurred in the financing, including the costs of the Forward Rate Lock.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financings are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption as a condition of closing.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1775 **County Administrator's Report** **Item #: 14. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/17/2011
Issue: Sale of Real Property
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sale of Real Property Located at 7251 North Century Boulevard - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the sale of real property located at 7251 North Century Boulevard, Account Number 11-1678-000, Reference Number 07-5N-30-1205-000-000:

A. Authorize the sale of the property in accordance with Section 46-131 of the Escambia County Code of Ordinances. The real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property, and the size, shape, location and value of the property would make it of use only to one or more adjacent property owners; and

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

BACKGROUND:

Escambia County acquired this property through tax deed in August 1981, and surplus was approved at the May 1, 2007, Board Meeting. There has been a long-standing issue with this property. The property contains four separate parcels. One parcel contains two structures of which one is being used as a church and the other a small house. The Hudson family is claiming an interest in the property. The Town of Century states the property is not developable and not eligible for a building permit. This property would only be useful to adjacent property owners. Therefore, they recommend that the guidelines of Escambia County Ordinance, Section 46.131(a) & (c) be used to allow the property to be sold to adjacent property owners. The Property Appraiser's 2011 Certified Roll Assessment value is $22,247. The property is not needed for County purposes.

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:

Escambia County Ordinance, Section 46.131(a) & (c)

IMPLEMENTATION/COORDINATION:

NA

Attachments

7251 N Century Blvd

Back

Source: Escambia County Property Appraiser

Restore Full Page Version

General Information	
Reference:	075N301205000000
Account:	111678000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	7251 N CENTURY BLVD 32535
Use Code:	COUNTY OWNED
Taxing Authority:	CENTURY CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

2011 Certified Roll Assessment	
Improvements:	$20,627
Land:	$1,620
Total:	$22,247
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1981	1571	650	$100	TD	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2011 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT SE COR OF NW1/4 OF NE1/4 S ON W LI OF SE1/4 OF NE1/4 TO W LI OF H/W NELY ON W LI TO A PT S 65...

Extra Features

None

Parcel Information

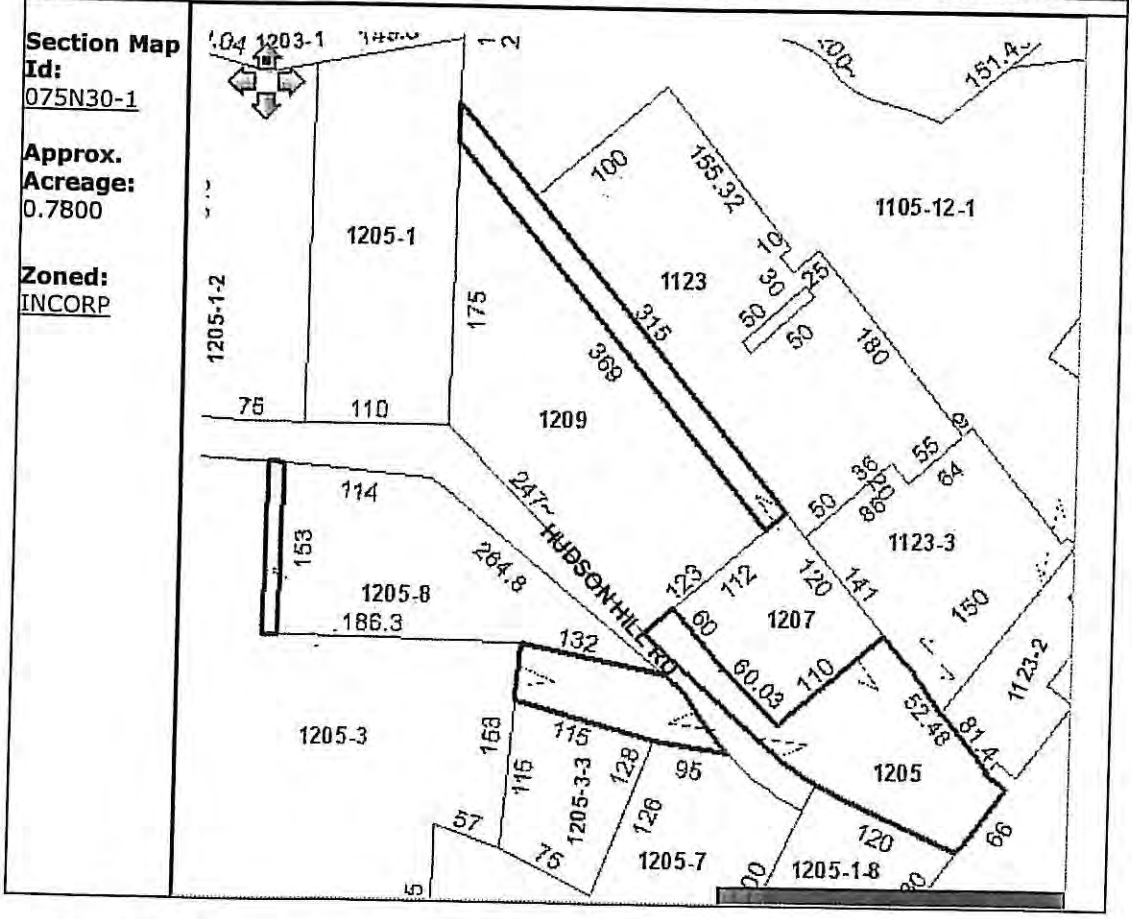
Restore Map

Get Map Image | Launch Interactive Map

Section Map Id: 075N30-1

Approx. Acreage: 0.7800

Zoned: INCORP

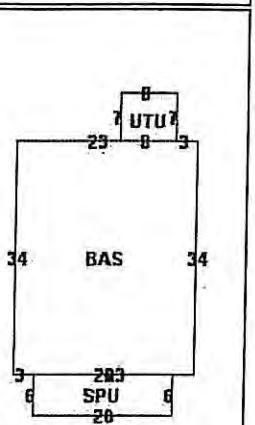


Buildings

Building 1 - Address:7251 N CENTURY BLVD, Year Built: 1962, Effective Year: 1962

Structural Elements

FOUNDATION-*SLAB ON GRADE*
EXTERIOR WALL-*CONCRETE BLOCK*
NO. PLUMBING FIXTURES-*3.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*CORRUGATED METL*
INTERIOR WALL-*PANEL-PLYWOOD*
FLOOR COVER-*ASPHALT TILE*
NO. STORIES-*1.00*
DECOR/MILLWORK-*BELOW AVERAGE*
HEAT/AIR-*UNIT HEATERS*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 1060 Total SF

BASE AREA - *884*
SCRN PORCH UNF - *120*
UTILITY UNF - *56*

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.

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.

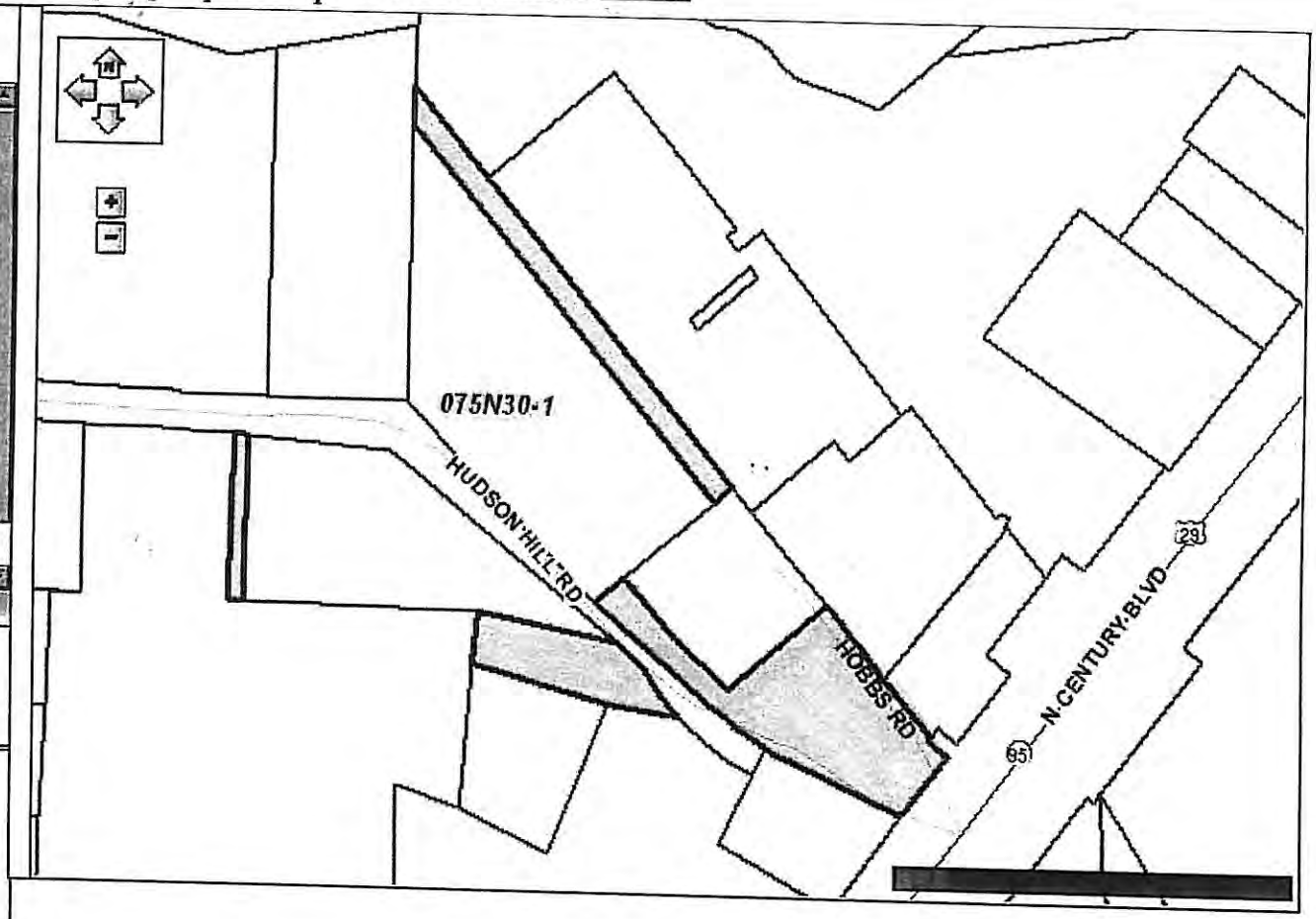
Print Tool Copy Map Image

☑ Use numeric selection labels **Record Search**
Download Selection Data (1 row)

Reference: 07-5N-30-1205-000-000
Account: 11-1678-000
Section Map: 075N30-1
Situs: 7251 N CENTURY BLVD
Owner: ESCAMBIA COUNTY BOARD OF COUNTY CON
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 8/1981, $100
Property Use: COUNTY OWNED
Approx. Acreage: 0.7800
Building Count: 1
Total Heated Area: 884
Zoned: INCORP

☐ **Include radius in selection (5280 ft max)**
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr
☐ Auto Select Lookup Results
Search
Ex: 012N334444555666



DEED

O.R. 1571 PAGE 650

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Prepared by Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certificate No. 852 was issued on the 1st day of June, 19 64, 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 17th day of June, 19 74, 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 Southeast corner of the Northwest quarter of the Northeast quarter, South on West line of Southeast quarter of Northeast quarter to West line of highway, Northeasterly on West line to a point South 65 degrees East from point of beginning, Northwesterly 120 feet, Northeasterly 108 feet, Southeasterly 120 feet to highway, Northeasterly along highway 116 feet, North 43 degrees West 690 feet to West line of Northeast quarter of Northeast quarter, North 730 feet Northwesterly to a point 614 feet East of West line and 726 feet South of North line of Northwest quarter of Northeast quarter South to South line of Northwest quarter of Northeast quarter, East 706 feet to beginning, less parcels in Deed Book 214, pages 279, 281-Glover, less Deed Bk 249, Pg 1-Enterkin, less Deed Bks 312/316, pgs. 146/246-Bigler, less Deed Bks 346/405, pgs 516/279-Ramsey, less Deed Bks 346/370/397, pgs.309/216/78-R. A. Hudson, less Deed Bk 397, pg. 389-Franklin, less Deed Bk 420, pg. 554-R.W. Hudson, less Deed Bk. 416, pg. 468-O. J. Hudson, less Deed Bks. 457/456, pgs. 208/539-Ramsey, less Deed Bk. 479. pg. 109-Ramsey, less Deed Bk. 477, pg. 21-Hudson, less Deed Bk. 483, pg. 706-Hudson, less Deed Bk. 482, pg. 361-Hudson, less Deed Bk. 492, pg. 631-Hudson, less Deed Bk. 512, pg. 543-Hudson, Section 7, Township 5 North, Range 30 West.

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 25th day of August, 19 81.

099853

Witnesses:

Elaine Farina

Patricia Shoemaker

Joe A. Flowers, as Comptroller of Escambia County, Florida

FILED AND RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA CO. FLA.
AUG 25 3 02 PM '81
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

(OFFICIAL SEAL)

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 described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 25th day of August, 1981.

Elaine Farina

Notary Public
My Commission Expires: 4/11/82

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

10. Taking the following action concerning approval of the Fiscal Year 2006/2007 Miscellaneous Appropriations Agreement for Pensacola Beach Chamber of Commerce, Inc.: 2050

A. Approving the Miscellaneous Appropriations Agreement for $20,000, to be paid from 4th Cent Tourist Development Tax Fund (108), Cost Center 360105;

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

C. Authorizing the execution of the necessary Purchase Order.

11. Taking the following action concerning International Paper Company:

A. Adopting a Resolution *(R2007-100)* establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption for International Paper Company, for 100% of their expansion for up to 10 years; and 2050

B. Authorizing the Chairman to execute the Resolution.

12. Taking the following action concerning the surplus and sale of real property located at 7251 North Century Boulevard: 2050

A. Declaring surplus the Board's real property, Account Number 111678000, Reference Number 07-5N-30-1205-000-000, acquired by tax deed in 1981; a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;

B. Authorizing the sale of this property to the highest offer received from sealed bid above the minimum bid of $38,450; in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

BCC 05-01-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Administrative Services

FROM: Jean A. Kassab, Director

DATE: April 18, 2007

ISSUE: Surplus and Sale of Real Property located at 7251 North Century Boulevard

RECOMMENDATION:

That the Board take the following action concerning the surplus and sale of real property located at 7251 North Century Boulevard, Account Number 111678000.

A. Declare surplus its real property Account Number 111678000, Reference Number 07-5N-30-1205-000-000 acquired by tax deed in 1981. A legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;

B. Authorize the sale of this property to the highest offer received from sealed bid in accordance with Section 46.134 of the County Code of Ordinances above the minimum bid of $38,450 without further action of the Board; and

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

BACKGROUND:

This property interest was acquired through a tax deed by Escambia County in 1981. In accordance with Section 46.134, real property can be offered by sealed bid with two notices in the newspaper one week apart. This property is not needed for County purposes.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Closing will be handled by the County Attorney's Office. The purchaser will pay all closing costs.

IMPLEMENTATION REQUIREMENTS:

The Administrative Services Department will coordinate with the Office of Purchasing and the County Attorney's Office. Closing will be through the County Attorney's Office.

BCC May 1, 2007
RE: Surplus and Sale of Real Property located at 7251 North Century Boulevard
Date April 18, 2007
Page 2 of 2

CONCUR:

George Touart, County Administrator

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

Tim Timaan

From: Tim Timaan [Tim_Timaan@co.escambia.fl.us]
Sent: Friday, May 20, 2005 2:43 PM
To: jean_kassab@co.escambia.fl.us
Subject: RE: Surplus 11-1678-000, 7251 Century Blvd., Century

Jean,

Engineering has reviewed this request and has no objections. Please be aware that portions of this account contain part of the roadway of Hudson Hill Road and Hobbs Road in the Century City Limits. I would recommend the Town of Century be given the portions where these roads lie.

Thanks,

Tim
-----Original Message-----
From: Jean Kassab [mailto:jean_kassab@co.escambia.fl.us]
Sent: Friday, April 08, 2005 12:59 PM
To: Tim Timaan
Cc: John Hartman
Subject: Surplus 111678000, 7251 Century Blvd., Century

Acquired by tax deed 1981, please review for surplus.

ADMINISTRATIVE SERVICES DEPARTMENT
ESCAMBIA COUNTY, FLORIDA

OFFICE OF MANAGEMENT & BUDGET
223 PALAFOX PLACE
P.O. BOX 1591
PENSACOLA, FLORIDA 32591-1591

Telephone: (850) 595-4960
FAX: (850) 595-4810

JEAN A. KASSAB, DIRECTOR

March 23, 2007

Honorable Evelyn Hammond, Mayor
Town of Century
P. O. Drawer 790
Century, FL 32535

Dear Mayor Hammond:

Attached is a copy of a record search for property located at 7251 N. Century Boulevard. It appears that portions of this property contain part of the roadway of Hudson Hill Road and Hobbs Road in the Town of Century limits.

Please review the attached and advise me if the Town of Century is interested in obtaining portions of this property for right-of-way. If so, please send me the correct legal description and a survey of the property.

If you have any questions, please feel free to call me at 595-4960.

Sincerely,

Jean A. Kassab, Director

Attachment
JK:bg

Chris Jones
Escambia County Property Appraiser

We Have Relocated To 221 Palafox Place (3rd Floor)

CHRIS JONES ECPA RECORD SEARCH MAPS GENERAL INFORMATION GOVERNMENT AGENCIES TANGIBLE PROPERTY CONTA

RECORD SEARCH

Previous Next

General Information	
Name:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 223 PALAFOX PL PENSACOLA FL 32502
Account:	111678000
Reference:	075N301205000000
Section Map:	S-317-N
Use Code:	86 - County Owned Legend Window
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

Assessment	
Improvements:	$34,260.
Land:	$4,280.
Total:	$38,540.
Save Our Homes:	$0.

Legal Description

BEG AT SE COR OF NW1/4 OF NE1/4 S ON W LI OF SE1/- OF NE1/4 TO W LI OF H/W NELY ON W LI TO A PT S 65 DEG E FROM POB NWLY 120 FT NELY 10...

Full Description

Sales Data

Mo/Yr	Book	Page	Value	Type	Deed Search (new window)
08/1981	1571	650	$100.00	TD	Click Here
00/000	0	0	$0.00		
00/000	0	0	$0.00		
00/000	0	0	$0.00		

Deed Search courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

Card 1 Data

Location Address

7251 N Century Blvd

Exemptions

Structural Elements

Slab On Grade
Concrete Block
Wood Frame/Trus
Corrugated Metl

Totally Exempted ***Taxable:*** Open Tax Inquiry Window

Drywall-Plaster Asphalt Tile Unit Heaters Plumbing Fixtures: 003 Actual Year Built: 1962

Areas
884 Base Area
144 Open Porch Unf

The primary use of the assessment data is for the preparation of the current year tax roll.
No responsibility or liability is assumed for inaccuracies or errors.

CHRIS JONES ECPA ▪ RECORD SEARCH ▪ GENERAL INFORMATION ▪ DIRECTORY OF GOVERNMENT AGENCIES
MAPS ▪ CONTACT US ▪ HOME ▪ DISCLAIMER

Powered by ESCPA.ORG

Dianne D. Taylor

From: Stephen G. West
Sent: Wednesday, September 14, 2011 10:07 AM
To: Dianne D. Taylor
Cc: Brenda J. Spencer
Subject: FW: 7251 North Century Boulevard

Dianne:

Attached below please find an email from Debbie Nickles, who provides planning services under contract with the Town of Century. Ms. Nickles' email indicates that the property at 7251 North Century Boulevard may fall within the exception to public bidding in Section 46-131, Code of Ordinances. (Specifically, Ms. Nickles indicates that Section 46-131 (1)(a) and (c) may be satisfied.) Note that the ordinance requires the BCC to affirmatively find that these criteria are satisfied and that the property must still be offered to all of the adjacent property owners.

I spoke with Randy Oliver this morning. Originally, he wanted to present this to the Committee of the Whole. However, in light of Ms. Nickles' email, he related that he would like you to prepare a recommendation for the next available consent agenda to have the BCC authorize the property to be conveyed pursuant to Section 46-131. Please let me know if you need help or have any questions.

From: Debbie Nickles [mailto:ncg@mchsi.com]
Sent: Tuesday, September 13, 2011 4:21 PM
To: Stephen G. West
Cc: fmccall; 'Matt Dannheisser'
Subject: 7251 North Century Boulevard

Dear Mr. West, after researching and visually inspecting the areas in reference to the above address, the 4 small parcels would not be eligible for a building permit and would only be of use to the adjacent owners. Mayor Freddie W. McCall concurs with this conclusion. Please note that an adjacent property owner, who currently lives in Louisiana, called Mayor McCall this morning and told him that her family was to attend the November 10th Board of County Commissioner's meeting to discuss the above referenced areas.

I will be happy to share with you a couple of photos and details regarding the parcels, if you so desire--just let me know. I am sure you are aware that the Property Appraiser's Office parcel map for this area excludes Hobbs Road, which runs parallel to Hudson Hill Road on the north side of Parcel #1205, whereas, Hudson Hill Road is located on the south side of Parcel #1205.

If you have further questions or need additional information, please contact me or Mayor McCall. Thanks.

Debbie Nickles
Nickles Consulting Group
4419 Devonshire Place
Pace, FL 32571
Phone - (850) 994-0081
Fax - (850) 994-6935

Back

Source: Escambia County Property Appraiser

Restore Full Page Version

General Information	
Reference:	075N301124001001
Account:	111653000
Owners:	FREE WILL BAPTIST
Mail:	C/O MOUNT ZION CHAPEL PO BOX 616 CENTURY, FL 32535
Situs:	21 HOBBS RD 32535
Use Code:	CHURCH
Taxing Authority:	CENTURY CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

2011 Certified Roll Assessment	
Improvements:	$25,326
Land:	$408
Total:	$25,734
Save Our Homes:	$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

2011 Certified Roll Exemptions

RELIGIOUS

Legal Description

UNPLOTTABE PARCEL BEG ON H/W ALG EDWARD HOBBS LOT 127 FT FOR POB NELY 82 FT SWLY 50 FT S 105 FT E 52...

Extra Features

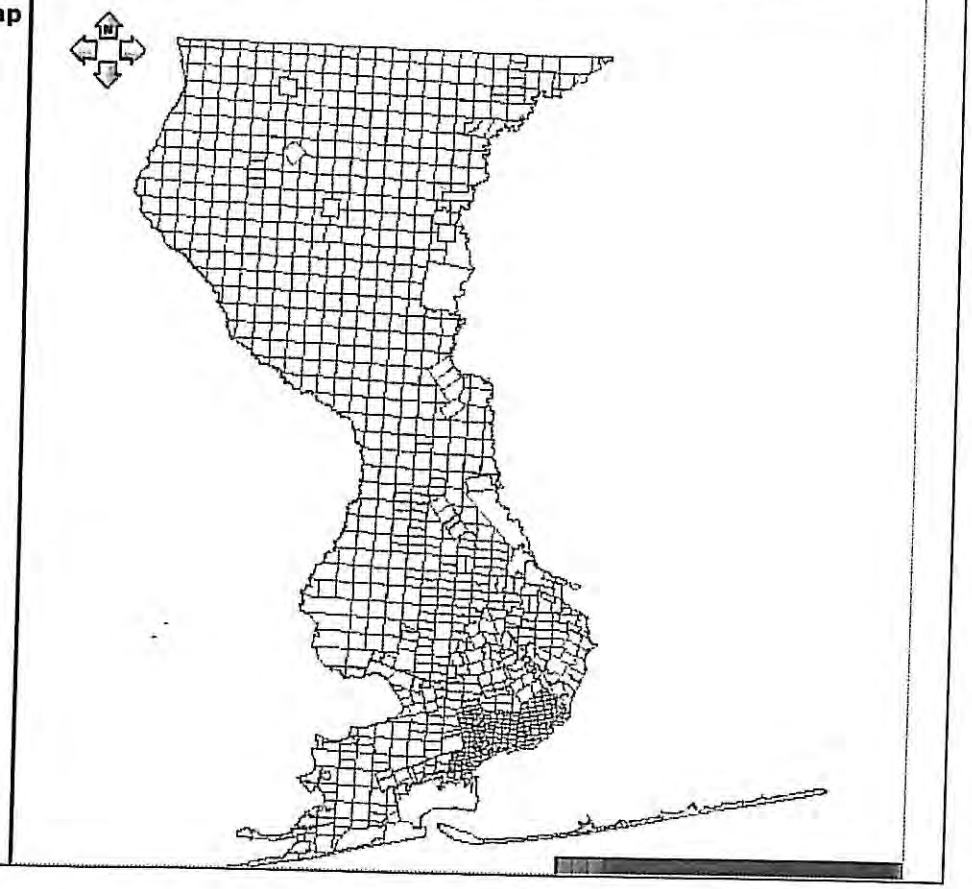
None

Parcel Information Restore Map **Get Map Image** **Launch Interactive Map**

Section Map Id:

Approx. Acreage:
0.0000

Zoned:

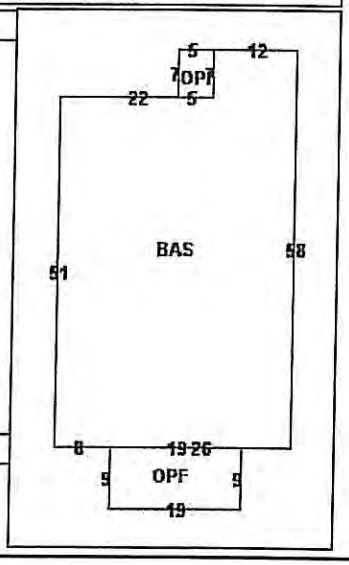


Buildings

Building 1 - Address:21 HOBBS RD, Year Built: 1955, Effective Year: 1955

Structural Elements

FOUNDATION-*SLAB ON GRADE*
EXTERIOR WALL-*CONCRETE BLOCK*
NO. PLUMBING FIXTURES-*6.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*CORRUGATED METL*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*VINYL ASBESTOS*
NO. STORIES-*1.00*
DECOR/MILLWORK-*BELOW AVERAGE*
HEAT/AIR-*UNIT HEATERS*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2024 Total SF

BASE AREA - *1818*
OPEN PORCH FIN - *206*

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.

Back

Source: Escambia County Property Appraiser

Restore Full Page Version

General Information	
Reference:	075N301124002001
Account:	111654000
Owners:	HUDSON JOHN M
Mail:	PO BOX 965 CENTURY, FL 32535
Situs:	UNPLOTTED-UTV 32535
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	CENTURY CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

2011 Certified Roll Assessment	
Improvements:	$0
Land:	$399
Total:	$399
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/2006	6056	476	$100	WD	View Instr
08/2006	5967	640	$100	WD	View Instr
12/2004	5554	62	$100	OT	View Instr
10/1999	4481	101	$100	WD	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2011 Certified Roll Exemptions

None

Legal Description

UNPLOTTABE PARCEL BEG AT B J HUDSONS LOT NELY ALG H/W 182 FT TO POB W 127 FT NELY 82 FT SELY 183 FT...

Extra Features

None

Parcel Information

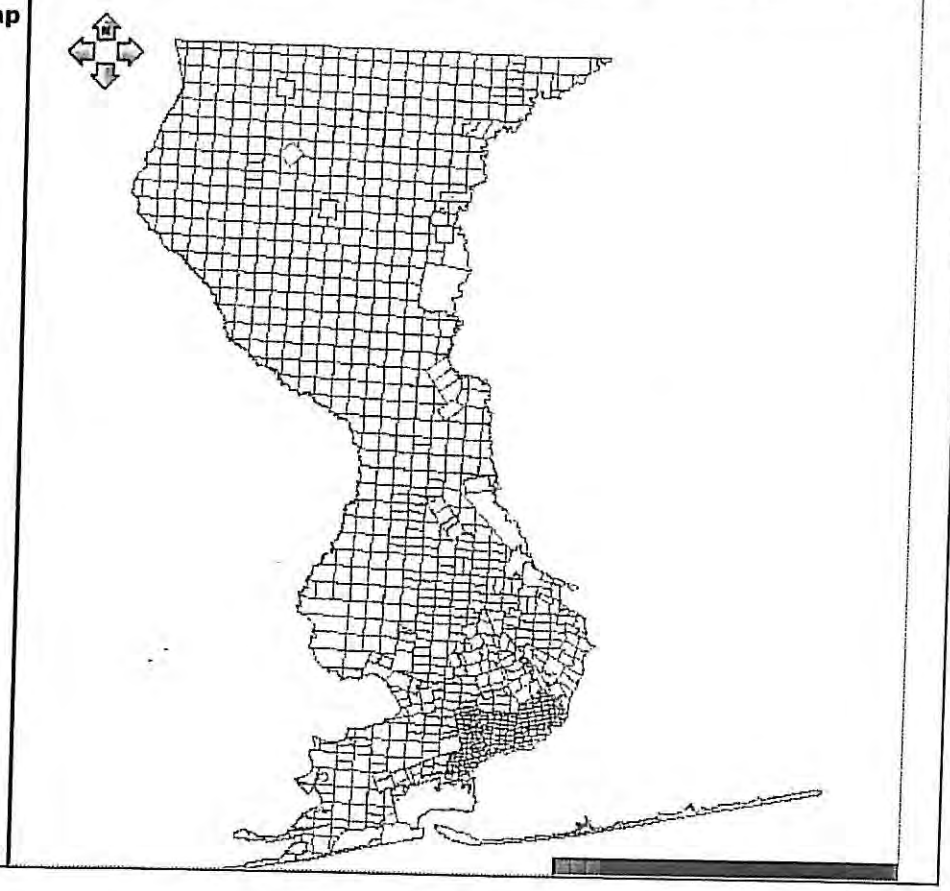
Restore Map

Get Map Image Launch Interactive Map

Section Map Id:

Approx. Acreage:
0.0000

Zoned:



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.

Sec. 46-131. - Sale of real property by private sale to adjacent property owners.

(1) The county may approve a private sale of real property when the board of county commissioners finds:
  (a) The real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property; or
  (b) The value of the property is $15,000 or less, as determined by the records of the Escambia County Property Appraiser; and
  (c) The size, shape, location, and value of the property would make it of use only to one or more adjacent property owners.

(2) The county administrator or designee is authorized to negotiate the terms of the private sale for approval by the board of county commissioners.

(3) The county administrator or designee shall send notice of the county's intent to sell the property to adjacent property owners by certified mail, return receipt requested, giving the adjacent property owners ten business days from the date the notice is received to submit a letter of intent to purchase the property at the price set by the county administrator. The purchase price must be no less than the value as shown on the tax rolls for the property to be sold.

(4) In the event two or more adjacent property owners notify the county administrator or designee of their desire to purchase the property, the county administrator or designee must notify the adjacent property owners by certified mail, return receipt requested, and require the submission of sealed bids within 20 days of the notice, to be opened on the 24th day, or as soon thereafter as possible, by the county administrator or designee.

(5) The board of county commissioners must approve the sale of the property to the highest bidder, or the board of county commissioners may reject all offers.

(6) All closing costs associated with the sale of the property must be paid by the purchaser, including but not limited to a title search, title insurance, documentary tax stamp, ad valorem taxes, recording fees, and fees for documents prepared by the county attorney's office to complete the sale.

(Ord. No. 2002-31, § 1, 7-18-2002)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1776 **County Administrator's Report** **Item #: 14. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/17/2011
Issue: Precinct Updates
From: Michael Hardin
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Precinct Updates - Honorable David Stafford, Supervisor of Elections

(PLACEHOLDER - RECOMMENDATION AND BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1767 **County Administrator's Report** **Item #: 14. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/17/2011
Issue: Reallocation of LOST Funding for Tennis Courts at Armstrong Park
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Local Option Sales Tax Funding for Tennis Courts at Armstrong Park Located in the City Limits of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the reallocation of $50,000 from the Palafox Streetscaping Project to provide funding for tennis courts to be located at Armstrong Park.

[Funding Source: LOST III (352), Cost Center 220102]

BACKGROUND:

On October 27, 2011, Councilman Townsend requested a total of $50,000 from the County through Commissioner Young, to match the City's $40,000 for tennis courts to be located at Armstrong Park. A copy of the letter from the City of Pensacola is attached. Approval of this Recommendation will reallocate Local Option Sales Tax funding from the Palafox Streetscaping project for this purpose.

BUDGETARY IMPACT:

A total of $50,000 will be moved from the Palafox Streetscaping project for tennis courts at Armstrong Park.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

An interlocal agreement will be written and sent to the Board for its approval at a later date. This interlocal agreement will transfer the $50,000 to the City of Pensacola for this project.

Attachments

Armstrong Park Request

Office of the City Council

City of Pensacola

America's First Settlement
Established 1559

October 27, 2011

The Honorable Marie Young
Commissioner, District 3
Escambia County
P. O. Box 1591
Pensacola, FL 32597

Dear Commissioner Young:

Thank you for meeting with me to discuss the addition of tennis courts at Armstrong Park, located at Lakeview and "A" Street.

As you are aware, as the District 7 City Council Member, I have sought to enhance City services, upgrade recreational facilities, and park improvements to the west side of Pensacola for a number of years. There are no public tennis courts west of Hollice T. Williams Park. The addition of tennis courts at Armstrong Park is certainly needed and would provide the citizens of the west side an opportunity to play tennis close to home.

The City of Pensacola currently has $40,000 available for this project from Pennies for Progress. An additional $50,000 from the County would insure that these tennis courts could be built within the next six months. If there are funds remaining from the construction of the tennis courts, they would be directed to other Pennies for Progress projects in District 7.

Any consideration on your part to provide funding for this project would be greatly appreciated. If you need further information on this proposed project, feel free to contact Mr. Dave Flaherty at 436-5679.

Sincerely,

Ronald P. Townsend
City Council Member
District 7

222 West Main Street P.O.Box 12910 Pensacola, Florida 32521 Telephone (850) 435-1609
www.ci.pensacola.fl.us

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1774 **County Attorney's Report** **Item #: 14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 11/17/2011
Issue: Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Barney Cash
From: Ryan E. Ross, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Barney Cash

That the Board approve a Workers' Compensation settlement to former employee Barney Cash, in the amount of $500,000, inclusive of attorney's fees and costs. An excess insurance carrier shall reimburse Escambia County for 100.0% of this settlement amount.

BACKGROUND:

Barney Cash is a 54-year old former Escambia County employee who worked as an equipment operator and a heavy equipment mechanic. He sustained a compensable injury on March 19, 2002, when he was pounding on a large piece of equipment with a sledgehammer and experienced shoulder pain. He has received significant treatment for shoulder and neck pain since his injury. On January 17, 2006, after a contested hearing, the Judge of Compensation Claims determined that Mr. Cash was entitled to permanent total disability benefits. Escambia County has been paying those benefits since that ruling. In addition, Mr. Cash continues to receive ongoing pain management treatment. The present value of future permanent total disability benefits is $512,633.06. Furthermore, Escambia County's adjuster, PGCS, Inc., performed a Medicare set-aside ("MSA") analysis and concluded that $241,747.00 needed to be set aside for Medicare expenses. Based on projected future savings, the parties agreed to a total settlement of $500,000.00, including funding of the MSA and all past attorney's fees and costs. Because Escambia County has already expended more than its self-insured retention for this claim ($350,000.00), an excess insurance carrier shall reimburse Escambia County for 100.0% of the settlement amount. Mr. Cash shall also execute a general release of liability on behalf of Escambia County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Assistant County Attorney Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1769 **County Attorney's Report** **Item #: 14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 11/17/2011
Issue: Attorney-Client Session on December 8, 2011 at 3:30 p.m.
From: Charles V. Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling of an Attorney-Client Session on December 8, 2011 at 3:30 p.m.

That the Board:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for December 8, 2011 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, November 26, 2011.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of *Theresa Lynn Urbaniak v. Escambia County Emergency Medical Services*; *Roy M. Stallworth v. Escambia County Emergency Medical Services*; and *Robert Mark Herrmann v. David Morgan, et al.* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m., C.S.T. on Thursday, December 8, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

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