

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting – March 1, 2012 – 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 Valentino.
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. Proclamation.

Recommendation: That the Board ratify the Proclamation dated February 15, 2012, proclaiming February 21, 2012, as "Dr. Charles Anderson Augustus Day" in Escambia County.

7. Years of Service Recognition:

- A. Recommendation: That the Board recognize, with a pin and certificate, Pamela H. Allen, Division Manager, Extension Service, Community & Environment Department, for her dedication in 30 years of service to Escambia County.
- B. Recommendation: That the Board recognize, with a pin and certificate, Kenneth E. Shelby, Field Supervisor, Parks and Recreation, for his dedication in 25 years of service to Escambia County.

8. Written Communication:

January 19, 2012- Communication from Dick Baker, Pensacola Habitat for Humanity, Inc., requesting that the Board provide relief of Code Enforcement Lien against property located at 2605 North "L" Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against property located at 1804 West St. Joseph Avenue, by means of a "Partial Release".

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

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

Dick Baker, Pensacola Habitat for Humanity, Inc., has no other recourse but to appeal before the Board under Written Communication. NOTE: Pensacola Habitat for Humanity, Inc., is under contract to purchase property.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

11. 5:32 p.m. Public Hearing for the consideration of approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Heritage Woods 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 Heritage Woods 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. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date February 17, 2012, in the amount of \$2,110,561.81; and

B. The following two Disbursement of Funds:

(1) February 9, 2012, to February 15, 2012, in the amount of \$2,185,831.34; and

(2) February 16, 2012, to February 22, 2012, in the amount of \$3,641,106.95.

2. Recommendation Concerning Approval of the Minutes of the Quarterly Meeting of the County Investment Advisory Committee held October 28, 2011

That the Board approve the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held October 28, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on January 20, 2012.

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

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

A. A copy of the *Certificate of County Canvassing Board*, certifying that the votes were 36,464 for and 10,083 against the County referendum question on the ballot for the Nonpartisan Election held January 31, 2012, relating to the renewal of the Board's authority to grant economic development ad valorem tax exemptions, as received in the Clerk to the Board's Office on February 13, 2012 (the original *Certificate* is filed with Ordinance Number 2011-33 in the Clerk to the Board's Office); and

B. State of Florida, Department of Economic Opportunity, Community Development Block Grant Program, FFY 2008 Supplemental Disaster Recovery Emergency Funds Program Agreement, as executed by the Chairman on November 4, 2011, based on the Board's August 8, 2011, action concerning the State of Florida Department of Community Affairs, Community Development Block Agreement, Disaster Recovery Enhancement Funds Application, and received in the Clerk to the Board's Office on February 9, 2012.

4. Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,009.00 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

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

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

A. Approve the Minutes of the Regular Board Meeting held February 16, 2012;

B. Approve the Minutes of the Attorney-Client Session held February 16, 2012;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 16, 2012; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 9, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. A Public Hearing to Drop the Review of an LDC Ordinance, Article 13, "Flood Plain Management"

That the Board of County Commissioners (BCC) drop the review of a Land Development Code (LDC) Ordinance, Article 13.20.00, "Flood Plain Management on Pensacola Beach," concerning the standards for Flood Hazard reduction, from the agenda.

2. 5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board of County Commissioners (BCC) review and approve the transmittal of an Ordinance to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday March 15, 2012

Action Item - Bridlewood Subdivision Final Plat

B. Thursday April 5, 2012

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on March 12, 2012:

Case No.:	Z-2012-01
Location:	9869 North Loop Rd
Property	13-3S-31-7101-000-001
Reference No.:	14-3S-31-2101-000-000
Property Size:	43.4 (+/-) acres
From:	RR, Rural Residential District, (cumulative) Low Density
To:	AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)

FLU Category: MU-S, Mixed Use Suburban
Commissioner District 2
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr.

Case No.: Z-2012-02

Location: 10095 Hillview Road
Property Reference No.: 53-1S-30-2000-000-000;53-1S-30-2000-000-005
Reference No.: 53-1S-30-2000-000-001
Property Size: 13.2 (+/-) acres
From: R-4, Multi-Family District (cumulative) Medium High Density
To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density
FLU Category: MU- U, Mixed Use Urban
Commissioner District 5
Requested by: Jesse Rigby, Agent for Baptist Health Care and Baptist Manor

Case No.: Z-2012-03

Location: 1804 N Blue Angel Pkwy
Property Reference No.: 12-2S-31-3102-000-001
Property Size: 1.94 (+/-) acres
From: R-3, One Family and Two Family District (cumulative) Medium Density
To: C-2, General Commercial and Light Manufacturing District (cumulative)
FLU Category: MU-U, Mixed Use Urban
Commissioner District 1
Requested by: Shanda Carlson, Agent for Peggy Green, Owner

2. 5:46 p.m. - A Public Hearing- LDC Ordinance - Article 2 "Application for Rezoning"

3. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 6 "Zoning Category"

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Resolution Expressing Escambia County's Support for an Upgraded Full Traffic Signal at the Intersection of Highway 90 and North Davis Highway - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action regarding the Resolution supporting an upgraded full traffic signal at the intersection of Highway 90 and North Davis Highway:

- A. Adopt the Resolution; and
- B. Authorize the Chairman to sign the Resolution.

2. Recommendation Concerning an Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training, College Contract Number 2012126:

- A. Approve the Interlocal Agreement to allow clinical learning experiences for students enrolled in Pensacola State College professional programs in the 911 Public Safety Telecommunicator curricula, through the Public Safety Department's (911) Emergency Communications Center (ECC); and
- B. Authorize the Chairman to sign the Interlocal Agreement.

3. Recommendation Concerning an Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training, College Contract Number 2012255:

A. Approve the Interlocal Agreement (IA), superseding the prior IA dated November 5, 2009, to continue clinical learning experiences, under the auspices of Escambia County Emergency Medical Services, for students enrolled in Pensacola State College professional training programs in applied health occupations; and,

B. Authorize the Chairman to sign the Interlocal Agreement.

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

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

5. Recommendation Concerning a Memorandum of Understanding between Escambia County and Air Force Special Operations Command, 1st Special Operations Support Squadron, Operational Support Medicine Flight for the Provision of Certain Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County and Air Force Special Operations Command, 1st Special Operations Support Squadron, Operational Support Medicine Flight for the Provision of Certain Clinical Training:

A. Approve the Memorandum of Understanding (MOU) to allow the provision of clinical learning experiences required for CONUS (Continental United States) and deployed medical operations, under the auspices of Escambia County Emergency Medical Services (EMS), for selected 1st Special Operations Support Squadron/Operational Support Medicine Flight (1st SOSS/OSM) staff; and

B. Authorize the Chairman to sign the MOU.

6. Recommendation Concerning the Workforce Investment Act Interlocal Agreement between Santa Rosa County Board of County Commissioners and Escambia County Board of County Commissioners and Workforce Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Investment Act Interlocal Agreement between Santa Rosa County Board of County Commissioners and Escambia County Board of County Commissioners and Workforce Escarosa, Inc., effective upon the date executed by all parties through June 30, 2015, and subject to a two-year automatic renewal.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #086 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, Transportation Trust Fund (175) in the amount of \$177,950, to recognize proceeds received for selling surplus Road Department equipment, and to appropriate these funds for road striping.

2. Recommendation Concerning Budget Amendment #087- Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #087, Article V Fund (115) in the amount of \$300,000, in order to reimburse Okaloosa County for technology-related expenses associated with the building of the new Okaloosa County Courthouse. Okaloosa County has an Interlocal Agreement with Escambia County where a recording fee of \$2 is collected for the technology needs of the State's Court System per Florida Statute 29.008; these funds are remitted to Escambia County on a monthly basis for centralized purchasing.

3. Recommendation Concerning an Interfund Loan between the General Fund and the Other Grants and Projects Fund - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize a revolving, interest-free Interfund Loan from the General Fund (001) to the Other Grants & Projects Fund (110) in an amount not to exceed \$500,000, to allow for cash flow until reimbursements are received from various Grants.

4. Recommendation Concerning PD 11-12.009, Traffic Control Post Mounted & Span Mounted Signs - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Price, Continuing Contract to Gulf Coast Traffic Engineers, Inc., per the terms and conditions of PD 11-12.009, Traffic Control Post Mounted & Span Mounted Signs, for an annual amount of \$81,000, and authorize the Chairman to execute the Agreement Relating to Fabrication, Installation, and Removal of Traffic Control Signs.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$50,000, Object Code 53401, \$31,000]

5. Recommendation Concerning Workers' Compensation Audit Additional Premium - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an additional premium required as a result of the Workers' Compensation Audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$56,534, for the additional premium for audit period October 1, 2010, through September 30, 2011; and

B. Authorize the issuance of a Purchase Order, in the amount of \$56,534.

[Funding Source: Fund 501, (Internal Service), Cost Center 140834, Object Code 54501]

6. Recommendation Concerning the State of Florida Department of Transportation Section 5311 Non-Urbanized Area Formula Program Grant Application for Escambia County Area Transit Fiscal Year 2012-2013 Funding - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Section 5311 Non-Urbanized Area Formula Program Grant Application, for Escambia County Area Transit (ECAT) Fiscal Year 2012-2013 Funding:

A. Approve the submission of the Grant Application, and ratify the Chairman's signature on the Grant Application and all supporting documents;

B. Adopt the Resolution authorizing the application, acceptance, and expenditure of Grant funds, pursuant to funds being awarded; and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

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

7. Recommendation Concerning the Acceptance of a Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a 20-foot-wide Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for stormwater drainage, and the County benefits from the acquisition of this property because it will facilitate drainage improvements for the safety and well-being of the citizens of Escambia County;

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

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

The area of the Rosa Parks Subdivision, located south of Leonard Street and abutting The School Board's property, which is the site of Pensacola High School, has a history of stormwater drainage issues. Escambia County has plans in design to construct drainage improvements to alleviate stormwater and drainage concerns within this area. Design indicates the need for a 20-foot-wide drainage easement located along a portion of the east boundary of The School Board's property. The School Board is willing to grant a 20-foot-wide drainage easement to the County in order to facilitate this drainage project.

8. Recommendation Concerning Project Funding and a Proposed Geothermal System on Contract PD 10-11.079, "Perdido Key Fire Station and Community Center" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Perdido Key Fire Station and Community Center, Contract PD 10-11.079:

- A. Approve a project budget increase of \$320,000, to be placed in the Owner's Contingency/Reserve; and
- B. Authorize staff to proceed with developing a Change Order for a Geothermal System, to be funded out of the \$320,000 Owner's Contingency/Reserve.

[Funding Source for the \$320,000 will come from the Southwest Park Complex, Fund 352, "LOST III", Cost Center 350235, Project #08PR0102, Object Code 56301, and will be placed in Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0012]

In the November 17, 2011, Recommendation to award the Perdido Key Fire Station and Community Center Contract (PD 10-11.079) to Rod Cooke Construction, Inc. (RCCI), it was stated that there would be an unencumbered amount of \$53,378 that would be used as contingency. Combined with the anticipated \$100,000 in tax savings resulting from the County's Owner Direct Purchase (ODP) Program, the available contingency would be approximately \$150,000. The Recommendation stated that a ten percent contingency of \$462,000 would be preferable. (The awarded Contract amount is \$4,620,000.) Staff is now requesting an increase of \$320,000 in funding to increase the contingency (or County reserve) to approximately ten percent. The funding would be placed in the County's Project Cost Center for use should the need arise.

Additionally, the Recommendation stated that a geothermal system was included in the bid documents as an alternate. RCCI had made an error in their geothermal alternate cost by bidding it much higher than intended and much higher than the other bidders. Therefore, the system was not included in the Recommendation to award to RCCI. It is important to note that RCCI was the low bidder with and without the geothermal alternate.

Construction is in progress, with sitework and building pad preparation underway. Staff has requested a Change Order proposal from RCCI to install the geothermal system, as described in the bid alternate. Staff anticipates that RCCI's geothermal proposal will be considerably less than their original alternate bid of \$230,000. This geothermal Change Order amount will be funded from the additional contingency/reserve amount being requested in this Recommendation.

9. Recommendation Concerning the Acquisition of Property from David F. S. Galloway, III, Located at 2107 West Jordan Street for the "P" Street and Jordan Street Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two adjacent parcels of real property, totaling approximately 1.56 acres, located at 2107 West Jordan Street, from David F.S. Galloway, III, for the "P" Street and Jordan Street Area Drainage Project:

A. Authorize the purchase of two adjacent parcels of real property located at 2107 West Jordan Street, totaling approximately 1.56 acres with a one-story retail/warehouse facility located on site, for the appraised value of \$300,000, from David F.S. Galloway, III, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of two adjacent parcels of real property, totaling approximately 1.56 acres, located at 2107 West Jordan Street; and

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

[Funding Source: Fund 352, LOST III, Account 210107/56101/56301, Project 08EN0353, "P Street and Jordan Street Drainage Improvements"]

The area of "P" Street and Jordan Street has a well-documented history of stormwater drainage issues. The lack of property for stormwater retention has been one of the main hindrances to alleviating these problems. The County has a project in design to correct the drainage issues in this area. Design indicated a need for property for stormwater retention in the "P" Street and Jordan Street area.

III. For Discussion

1. Recommendation concerning Funding Off-Duty Sheriff's Officers in the Warrington Redevelopment District - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning funding off-duty Sheriff's Officers in the Warrington Redevelopment District:

A. Approve funding off-duty Sheriff's Officers in the Warrington Redevelopment District, in the amount of \$15,000, through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 53401, Reserve Account, for crime prevention and reduction, as best determined by the Sheriff's Office, Community & Environment Department staff, and citizen input;

OR

B. Decline funding off-duty Sheriff's Officers in the Warrington Redevelopment District, due to lack of allocated monies and financial constraints for non-budgeted services provided through the Community & Environment Department/Community Redevelopment Agency (CED/CRA). The Warrington Redevelopment District currently receives patrolling services through the Sheriff's Office on a continual basis.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of an Attorney-Client Session Regarding *Jessica Imholz, et al. v. Florida Department of Transportation, et al.* (Case No. 2011 CA 000714)

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 March 15, 2012 at 8:30 a.m.; and
- B. Approve the public notice printed below to be published in the Pensacola News Journal on Sunday, March 11, 2012.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Jessica Imholz, et al. v. Florida Department of Transportation, et al.* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 8:30 a.m., C.S.T. on Thursday, March 15, 2012, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Pepler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2220

Proclamations 6.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Ratification of Proclamation

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Proclamation.

Recommendation: That the Board ratify the Proclamation dated February 15, 2012, proclaiming February 21, 2012, as "Dr. Charles Anderson Augustus Day" in Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, the late Charles Anderson Augustus, M.D., was born in Muskogee, Oklahoma, on January 28, 1927. He was the older son of Rosalia V. and Jay H. Augustus; and

WHEREAS, Dr. Augustus graduated from Manual Training High School in Muskogee, Oklahoma, in 1942 and attended Kansas State College and Howard University College of Medicine, graduating with a medical degree in 1949; and

WHEREAS, Dr. Augustus was the first African-American to serve a medical internship in the U.S. Army, which he completed at Fitzsimons General Hospital in Denver, Colorado. He later served as a captain in the U.S. Army Medical Corps in Korea; and

WHEREAS, after an honorable discharge from the Army, Dr. Augustus opened a private medical practice in Pensacola, Florida, where he built a dedicated, successful, caring medical practice. He also became the primary impetus for desegregation and integration of schools, public beaches and recreational facilities in Escambia County, Florida; and

WHEREAS, Dr. Augustus relocated to Miami, Florida, in 1981 as Regional Medical Director of CIGNA Health Plan for Miami-Dade County. He then joined practice in association with Dr. Richard S. Johnson of West Palm Beach in 1987. He retired from active medical practice in 1998; and


WHEREAS, Dr. Augustus was a member of Grace Episcopal Church, Kappa Alpha Psi Fraternity, the Miami-Dade Medical Association and the National Medical Association.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim February 21, 2012, as

"DR. CHARLES ANDERSON AUGUSTUS DAY"

in Escambia County and on behalf of its citizens, pays tribute by recognizing the leadership, innovation and invaluable service provided by Dr. Charles Anderson Augustus to the citizens of Escambia County. Dr. Augustus will be sorely missed by all.

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

Dated: February 15, 2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2148

7. A.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Years of Service Recognition - Pamela H. Allen

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation: That the Board recognize, with a pin and certificate, Pamela H. Allen, Division Manager, Extension Service, Community & Environment Department, for her dedication in 30 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

Community & Environment Department is responsible for program administration within the department.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2208

7. B.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Years of Service Recognition - Kenneth E. Shelby

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

Information

RECOMMENDATION:

Recommendation: That the Board recognize, with a pin and certificate, Kenneth E. Shelby, Field Supervisor, Parks and Recreation, for his dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Minimal with funding available through Parks Maintenance Cost Center 350226, Object Code 54931.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees, and also with the BCC Policy, Years of Service Award Policy, Section II, C27.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department is responsible for program administration within the department.

Attachments

KS_Years of Service Recognition

25 YEARS OF SERVICE

We Hereby Express Our Sincere Appreciation to

Kenneth E. Shelby

For your Loyalty, Diligence And Outstanding Performance
During Your Tenure with This Organization Since

January 16, 1987

And Award This Certificate From

Board of County Commissioners

Escambia County, Florida

This 1st Day of March 2012

Larry M. Newsom
Assistant County Administrator

Michael E. Rhodes
Parks & Recreation Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2190

Written Communication 8.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Environmental (Code) Enforcement Lien Relief – 1804 W. St. Joseph Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

January 19, 2012- Communication from Dick Baker, Pensacola Habitat for Humanity, Inc., requesting that the Board provide relief of Code Enforcement Lien against property located at 2605 North "L" Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against property located at 1804 West St. Joseph Avenue, by means of a "Partial Release".

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

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

Dick Baker, Pensacola Habitat for Humanity, Inc., has no other recourse but to appeal before the Board under Written Communication. NOTE: Pensacola Habitat for Humanity, Inc., is under contract to purchase property.

BACKGROUND:

May 14, 2004 Received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

Officer made contact with agent to property. Discussed violations and means of abatement via phone.

Reinspection conducted on May 30, 204 and observed violations remain.

July 15, 2004 Officer inspected the property and observed violations remained. Officer requested hearing before the Special Magistrate.

July 12, 2005 Title search was ordered.

September 22, 2005 Notice of Hearing sent both regular and certified mail. Returned marked "Unclaimed".

October 4, 2005 Hearing held. \$675 court cost awarded to Escambia County, \$10.00 per day fine with a comply by date of October 21, 2005.

Violations abated by owner on October 6, 2005.

BUDGETARY IMPACT:

Lien amount Cost

Court Cost \$675.00

TOTAL \$675.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1804 W. St. Joseph Avenue

Pensacola Habitat for Humanity, Inc.

**(300 W Leonard St, 32501)
Post Office Box 13204
Pensacola, FL 32591-3204
850-434-5456 xt 110**

January 19, 2012

Ms. Shirley Gafford
Agenda Liaison
Board of County Commissioners
Escambia County Florida
Via email to shirley_gafford@co.escambia.fl.us

Re: request for release of code enforcement lien in OR Book 5751, Pg 1961
2605 N L Street , Ref 172S301600138135

Dear Ms. Gafford:

Subject to release of this lien, we are under contract to purchase this property from Ms. Sarah McDaniels through the offices of Stephen Moorhead, McDonald, Fleming and Moorhead (Penny L. Freeman). We request that the County release this lien from the subject property that apparently relates to costs incurred by a prior owner of another property, who also owned this property.

Enclosed is a copy of the lien referenced for parcel 172S301600135135. Also enclosed are:

- Assessors record for 172S301600138135 (subject property)
- Assessors record for 172S301600135135 (other property)
- Comments to us from Ms. Freeman re the recent title history

Please let us know what additional information is needed and how we may proceed.

Thank you very much.

Sincerely,



Dick Baker

cc: Ms. Penny L. Freeman (via email)

To Habitat 1/18/2012

Okay here is my attempt to explain what happened during the chain of title and what we need to do to clear the title.

Willie and Tennie Holley owned the above referenced property and other property on the 2600 Block of L Street in March of 1956.

Willie died in January of 1980 and property was left to Tennie.

Tennie did not pay the taxes and a Tax Deed was issued to Charles and Robin Hall in March of 2006.

The Hall's filed a Quiet Title Suit in June of 2006 which was amended in February of 2011.

In February of 2011 Halls sold the property to Sarah McDaniels.

Sarah McDaniels owns the property today.

A Code Enforcement Lien was filed against Willie & Tennie Holley (c/o Jesse Cunningham) in October of 2005 against 2600 Block North L Street.

This Lien constitutes a lien against **ALL** properties owned by the Holleys in 2005 which includes our 2605 N. L Street.

With all of that being said if Sarah McDaniels or her husband will go back to C. Cook with the Escambia County Code office and explain the above situation and she still says there is nothing filed against our property then C. Cook needs to get a "Partial Release of Order" for the Code Enforcement Lien that is recorded in O.R. Book 5751 Page 1961 and rerecorded in O.R. Book 5752, Page 277 of the Public Records of Escambia County, Florida. We need this partial release so we can record if of public record to release our property from the lien.

Please let me know if you have any questions.



Penny Freeman

Real Estate Closer

4636 Summerdale Blvd.

Pace, FL 32571

(850)994-3838 * fax (850)994-3892

Sandra F Slay

From: Stephen G. West
Sent: Friday, January 20, 2012 10:09 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 2605 N L St

This one can go to the BCC. The County has very broad discretion when dealing with non-profit corporations like Habitat. Note that Habitat has not yet acquired the property, so the relief will be contingent on Habitat doing so.

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

From: Sandra F Slay
Sent: Friday, January 20, 2012 8:59 AM
To: Stephen G. West
Subject: FW: 2605 N L St

Steve,

Please review Dick Baker's request for partial lien relief.

Thanks
Sam

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

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Friday, January 20, 2012 8:51 AM
To: Sandra F Slay
Subject:

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

Scan Date: 01.20.2012 09:50:39 (-0500)
Queries to: code_copier@myescambia.com



Office of Environmental Enforcement



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

Property Address: 1804 W St. Joseph Avenue
Property Owner: Willie & Tennie Holley
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE 04030612

- 05/14/04** Received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 05/14/04** Officer made contact with agent to property. Discussed violations and means of abatement via phone.
- 05/30/04** Violations remain.
- 07/15/04** Officer inspected the property and observed violations remained. Officer requested hearing before the Special Magistrate.
- 03/28/05** Officer requested Special Magistrate Hearing.
- 07/12/05** Title search ordered.
- 09/22/05** Notice of Hearing sent both regular and certified mail. Returned marked "Unclaimed".
- 10/04/05** Hearing held. \$675 court cost awarded to Escambia County, \$10.00 per day fine with a comply by date of October 21, 2005.
- 10/06/05** Violations abated by owner.

Lien amount	<u>Cost</u>
Court Cost	\$675.00
TOTAL	\$675.00

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

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 04-03-0612
Location: 2600 Bk North L Street
PR# 172S30-1600-135-135

Willie & Tennie Holley
C/O Jesse Cunningham
P.O. Box 550880
Orlando, FL 32855-0800

Jesse Cunningham
P.O. Box 550880
Orlando, FL 32855-0880

ORDER

This CAUSE having come before the Office of Environmental Code Enforcement Special Magistrate on the Petition of the Environmental Code Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Code Enforcement Officer and the respondent or representative, _____ as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 30-203(b), (c) & (e); Land Development Code 7.07.06(C).

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: The heirs of Willie & Tennie Holley shall have until October 20, 2005 to correct the violation and to bring the violation into compliance. Corrective action shall include: removal of all trash, debris and other solid waste and overgrowth in excess of 12"; Repair pursuant to proper permits or removal of the dilapidated structure

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 10⁰⁰ per day, commencing October 21, 2005. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Code Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

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

Costs in the amount of \$675.00 are hereby awarded in favor of Escambia County as the prevailing party against the heirs of Willie and Tennie Holley

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the

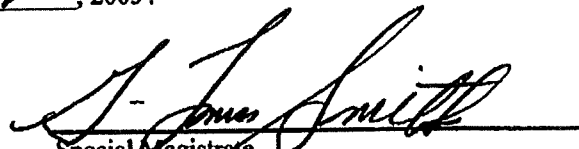
property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement 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 9th day of October, 2005.


Special Magistrate,
Office of Environmental Code Enforcement

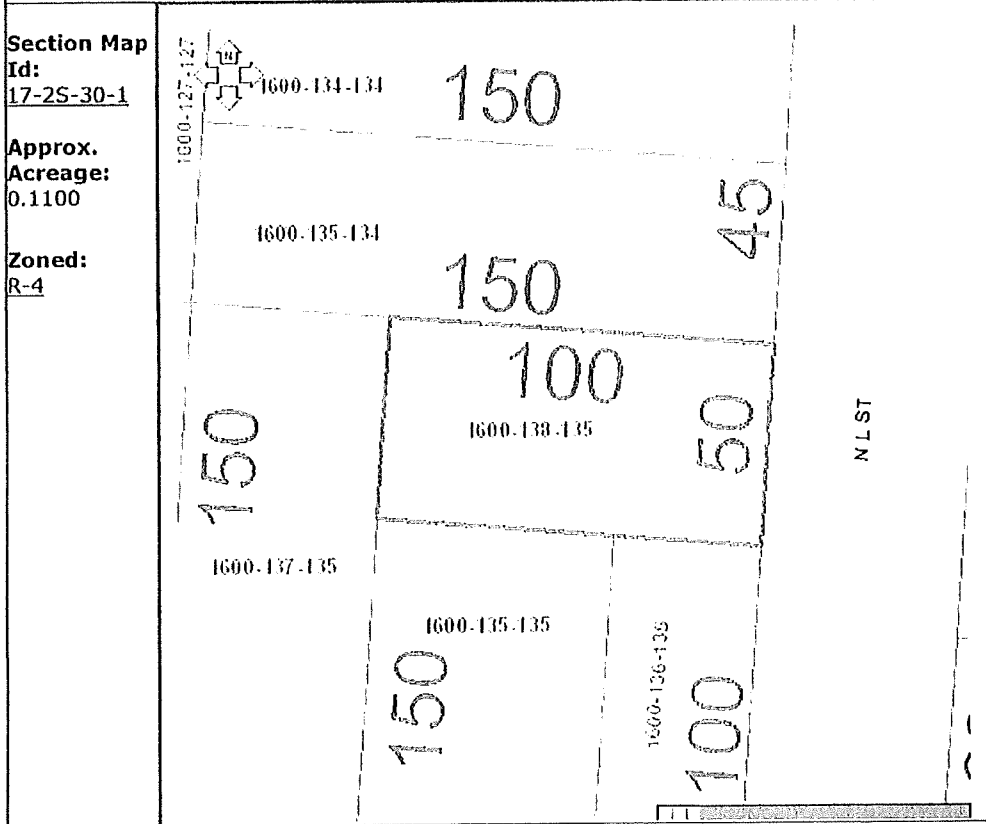
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 172S301600138135 Account: 062268000 Owners: MCDANIELS SARAH Mail: PO BOX 11221 PENSACOLA, FL 32524 Situs: 2605 N L ST 32501 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: \$4,750 Total: \$4,750 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/21/2011</td> <td>6691</td> <td>1524</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/2006</td> <td>5858</td> <td>132</td> <td>\$14,000</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/21/2011	6691	1524	\$5,000	WD	View Instr	03/2006	5858	132	\$14,000	TD	View Instr	2011 Certified Roll Exemptions None Legal Description N 50 FT OF E 100 FT OF LT 135 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 6691 P 1524 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/21/2011	6691	1524	\$5,000	WD	View Instr														
03/2006	5858	132	\$14,000	TD	View Instr														

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



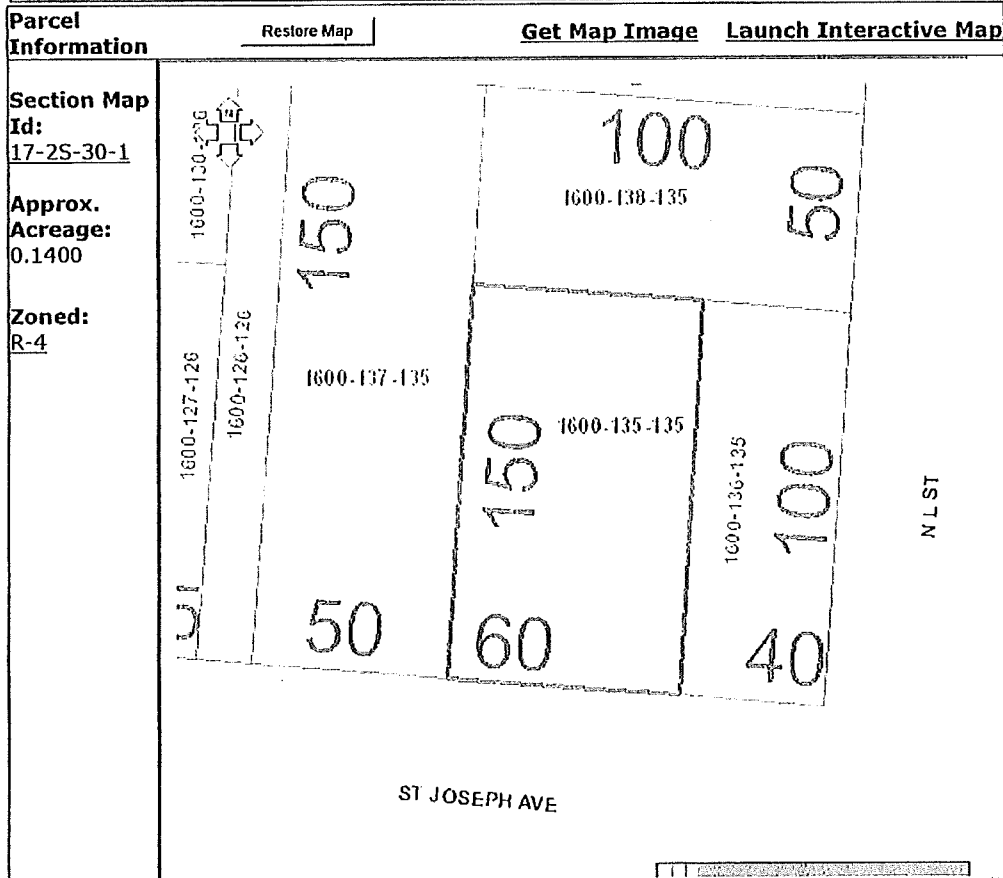
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	172S301600135135	Improvements:	\$26,598
Account:	062265000	Land:	\$8,550
Owners:	HALL CHARLES R & ROBIN N	Total:	\$35,148
Mail:	509 WARRINGTON RD PENSACOLA, FL 32506	Save Our Homes:	\$0
Situs:	1804 W ST JOSEPH 32501	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	None
03/2006	5858 132 \$14,000 TD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			Legal Description
			E 100 FT OF LT 135 LESS S 100 FT OF E 40 FT & LESS N 50 FT KANEN PLACE NO 1 AND 2...
			Extra Features
			None





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2023

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: 5:31 p.m. Public Hearing-Natural Gas Franchise for Pensacola Beach (Ordinance)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

BACKGROUND:

The Board of County Commissioners has the authority to grant franchise rights for the construction, operation, and maintenance of utilities, including natural gas services. Since 1960, the Board has adopted ordinances and agreements granting the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County. However, during this timeframe, the City of Pensacola has not provided natural gas services to that portion of Santa Rosa Island located in Escambia County.

The City of Pensacola is currently negotiating with the City of Gulf Breeze to sublease or otherwise transfer its franchise rights to provide services to Santa Rosa Island. The City of Gulf Breeze has purchased and installed the equipment and facilities necessary to provide this service. Pursuant to Section 98-33(7), Escambia County Code of Ordinances, the Board should hold a public hearing to approve any transfer agreement between the Cities of Pensacola and Gulf Breeze. If the cities do not reach an agreement by the date of the public hearing, the Board may preserve its interest in providing natural gas services to Santa Rosa Island by granting a non-exclusive franchise to the City of Gulf Breeze. This non-exclusive franchise would be operative until such time as the City of Pensacola could provide the same natural gas services to Santa Rosa Island.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance was prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to adopt the Ordinance, a copy of the Ordinance will be filed with the Department of State.

Attachments

Natural Gas Franchise Ordinance

ORDINANCE NO. 2012-_____

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF
4 ESCAMBIA COUNTY, FLORIDA, GRANTING THE CITY OF GULF
5 BREEZE, FLORIDA, A NON-EXCLUSIVE FRANCHISE TO
6 CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS
7 DISTRIBUTION SYSTEM ON THE PORTION OF SANTA ROSA ISLAND
8 LOCATED IN ESCAMBIA COUNTY, FLORIDA; ESTABLISHING A
9 FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING
10 ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR
11 MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATION;
12 REQUIRING ACCEPTANCE BY THE CITY OF GULF BREEZE;
13 PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE
14 DATE.

15
16 WHEREAS, pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98,
17 Article II, Escambia County Code of Ordinances, the Escambia County Board of County
18 Commissioners has the authority to grant franchises for the construction, operation, and
19 maintenance of utilities, including natural gas services, in the unincorporated areas of
20 Escambia County; and

21 WHEREAS, the Board seeks to ensure the availability of natural gas services on
22 that portion of Santa Rosa Island located in the unincorporated area of Escambia
23 County; and

24 WHEREAS, since 1960, the Board has adopted ordinances and an interlocal
25 agreement with the City of Pensacola, Florida, that awarded the City of Pensacola a
26 franchise to provide natural gas services to the unincorporated area of Escambia
27 County; and

28 WHEREAS, since 1960, the City of Pensacola has not constructed, operated, or
29 maintained any natural gas services to that portion of Santa Rosa Island located in the
30 unincorporated area of Escambia County; and

1 **WHEREAS**, the Board finds that the City of Gulf Breeze is presently qualified to
2 construct, maintain, and operate such natural gas services; and

3 **WHEREAS**, the Board accordingly shall award a franchise to the City of Gulf
4 Breeze, Florida, for the construction, maintenance, and operation of natural gas
5 services on that portion of Santa Rosa Island located in the unincorporated area of
6 Escambia County until such time as the City of Pensacola is capable of immediately
7 providing such services to the same area; and

8 **WHEREAS**, because this franchise shall expeditiously expand the scope of
9 natural gas services to include Santa Rosa Island, the Board finds that it advances the
10 public health, safety, and welfare.

11 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**
12 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

13
14 **SECTION 1. LEGISLATIVE FINDINGS.**

15 The aforementioned recitals are hereby incorporated into this ordinance as
16 legislative findings rendered by the Board of County Commissioners in support of this
17 ordinance.

18 **SECTION 2. FRANCHISE FOR NATURAL GAS SERVICES TO SANTA ROSA**
19 **ISLAND.**

20
21 Escambia County, Florida, a political subdivision of the State of Florida
22 ("Grantor"), does hereby grant to the City of Gulf Breeze, a municipal corporation, its
23 successors and assigns ("Grantee"), the right, privilege, license, permit, franchise, and
24 easement for the construction, maintenance, repair, operation, distribution,
25 transmission, and removal of natural gas utility services, including selling gas to
26 Grantor, its inhabitants and the public generally for domestic, commercial, and industrial

1 uses and for any and all other purposes for which gas, during the period of this grant,
2 may be used together with the right to enter upon all public streets and ways and
3 properties of said Grantor within the franchise service area for the purpose of installing,
4 operating, removing, repairing, and relocating a system of works, pipes, pipelines, and
5 all necessary apparatus, machinery, structures, appurtenances, facilities or equipment
6 and doing all other acts authorized hereby.

7 For the purpose of this franchise, the "franchise service area" shall be limited
8 solely to that portion of Santa Rosa Island located within the unincorporated area of
9 Escambia County, Florida, and as more particularly described in Exhibit "A" to this
10 ordinance, which is hereby attached and incorporated to describe the franchise service
11 area.

12 This franchise, including all rights, privileges, authorities, license, permit, and
13 easements accompanying the same and being granted hereby, is hereby granted and
14 shall continue in full force and effect for a term of ten years, and pursuant thereto, the
15 Grantee shall operate and conduct the gas distribution system in the franchise service
16 area in such manner as the Grantee in its sole discretion shall determine from time to
17 time without regulation by Grantor. This franchise may be renewed at the mutual
18 agreement of the parties for an additional ten year period.

19 **SECTION 3. FRANCHISE FEE.**

20 Grantor does hereby impose, levy, and assess a franchise fee to be collected by
21 Grantee equal to five percent (5.0%) of Grantee's revenues collected monthly from gas
22 sold to its customers located within the franchise service area. The franchise fee shall
23 be remitted by Grantee to Grantor monthly in arrears for gas delivered on or after

1 October 1, 2012. Such remittance shall occur within thirty (30) days after the first day of
2 the month for franchise fees collected during the preceding month.

3 **SECTION 4. INDEMNIFICATION.**

4 Grantor hereby agrees to indemnify and hold harmless Grantee, its officers,
5 agents, and employees from any liability, loss, or damage Grantee may suffer as a
6 result of any claims, demands, costs, or judgments against it, whether arising out of
7 legal, equitable, or administrative proceedings as a result of Grantee's collection of the
8 franchise fee mandated by this ordinance. Grantor further agrees to provide a legal
9 defense for Grantee and defend it, its officers, agents, and employees with respect to its
10 collection of the franchise fee, including, but not limited to, the remittance of any
11 franchise fee to Grantor.

12 Grantor shall not be liable or responsible for any accident or damage that may
13 occur in the construction, operation, or maintenance by Grantee of its facilities or
14 apparatus hereunder and the acceptance of this ordinance shall be deemed an
15 agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor
16 and hold it harmless against any and all liability, loss, cost, damage, or expense, which
17 may accrue to Grantor in the construction, operation, or maintenance of its facilities
18 hereunder.

19 **SECTION 5. ACCESS OVER ESCAMBIA COUNTY RIGHTS-OF WAY.**

20 Grantee's facilities for the provision of natural gas services shall be so located or
21 relocated and so erected as to interfere as little as possible with traffic over Grantor's
22 rights-of-way, including streets, alleys, bridges, and public places within the franchise
23 service area, and with reasonable egress from and ingress to abutting property.

1 Grantee further agrees to prevent the creation of any obstructions or conditions in
2 exercise of this franchise that is or may become dangerous to the traveling public.

3 The location or relocation of all facilities shall be made under the supervision and
4 with the approval of such representatives as the governing body for Grantor may
5 designate for the purpose, but not so as to unreasonably interfere with the proper
6 operation of the Grantee's facilities and service. When any portion of a right-of-way is
7 excavated by Grantee for the purpose of locating, relocating, repairing, or removing any
8 of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all
9 necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its
10 expense, replace the portion of the excavated right-of-way within a reasonable time and
11 as early as practicable after such excavation.

12 Nothing herein shall be construed to make Grantor liable to Grantee for any cost
13 or expense in connection with the construction, reconstruction, repair, or relocation of
14 Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery,
15 structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the
16 widening, grading, paving, or otherwise improving by Grantor of any of the present and
17 future rights-of-way used or occupied by Grantee, except, however, Grantee shall be
18 entitled to reimbursement of its costs as may be provided by law.

19 For the purpose of this agreement, Grantor's rights-of-way include any present
20 and future streets, avenues, alleys, highways, bridges, easements, and other public
21 places located within the franchise service area.

22
23

1 **SECTION 6.** **MODIFICATION AND TERMINATION OF FRANCHISE.**

2 **A. Modification of franchise.** This franchise may be amended or modified by
3 written agreement of the parties hereto. Any written agreement to amend or modify this
4 franchise must be adopted by a majority vote of the governing bodies for Grantor and
5 Grantee.

6 **B. Termination of franchise.** Grantor may terminate this franchise upon the
7 failure of Grantee to comply with any of the provisions, terms, or requirements of this
8 franchise, or otherwise upon Grantee's failure to provide natural gas services within a
9 reasonable time from the grant of this franchise. In order to terminate the franchise,
10 Grantor shall follow the procedures established by Chapter 98, Article II, Section 98-
11 33(8), Escambia County Code of Ordinances.

12 **SECTION 7.** **CONSIDERATION.**

13 Consideration for this grant of franchise are the mutual covenants, conditions,
14 and privileges provided herein, including, but not limited to, Grantor's authorization of
15 Grantee's access to Grantor's right-of-ways within the franchise service area and
16 expenditures made by Grantee thereon, Grantee's collection and remittance of
17 franchise fees to Grantor, and the benefits to be enjoyed by residents, occupants, and
18 visitors of the franchise service area.

19 **SECTION 8.** **ACCEPTANCE BY CITY OF GULF BREEZE.**

20 As a condition precedent to this ordinance taking effect, Grantee shall file its
21 acceptance hereof with the Escambia County Clerk of Court within thirty (30) days after
22 adoption by majority vote of the governing body of Grantee and filing with the
23 Department of State as required by law, and thereupon this ordinance shall take effect

1 upon receipt of official acknowledgement that this ordinance has been filed with that
2 office. This ordinance and Grantee's acceptance of it shall be filed in as an interlocal
3 agreement with the Escambia County Clerk of Court.

4 **SECTION 9. SEVERABILITY.**

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

8 **SECTION 10. EFFECTIVE DATE.**

9 This ordinance shall become effective upon the filing of it and Grantee's
10 acceptance with the Department of State and the Escambia County Clerk of Court.

11 DONE AND ENACTED this _____ day of _____, 2012.

12 BOARD OF COUNTY COMMISSIONERS
13 ESCAMBIA COUNTY, FLORIDA

14 By: _____
15 Wilson B. Robertson, Chairman

16
17
18
19 ATTEST: Ernie Lee Magaha
20 Clerk of the Circuit Court

21
22
23
24 _____
25 Deputy Clerk

26 (SEAL)

27 ENACTED:

28 FILED WITH DEPARTMENT OF STATE:

29 EFFECTIVE:

30
31
32
33

EXHIBIT A

SANTA ROSA ISLAND

Santa Rosa Island is further described as:

The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2215

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: 5:32 p.m. Public Hearing-Natural Gas Franchise to Pensacola Beach (Agreement)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

5:32 p.m. Public Hearing for the consideration of approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

BACKGROUND:

The Board of County Commissioners has the authority to grant franchise rights for the construction, operation, and maintenance of utilities, including natural gas services. Since 1960, the Board has adopted ordinances and agreements granting the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County. However, during this timeframe, the City of Pensacola has not provided natural gas services to that portion of Santa Rosa Island located in Escambia County.

The City of Pensacola is currently negotiating with the City of Gulf Breeze to sublease or otherwise transfer its franchise rights to provide services to Santa Rosa Island. The City of Gulf Breeze has purchased and installed the equipment and facilities necessary to provide this service. Pursuant to Section 98-33(7), Escambia County Code of Ordinances, the Board should hold a public hearing to approve any transfer agreement between the Cities of Pensacola and Gulf Breeze. If the cities do not reach an agreement by the date of the public hearing, the Board may preserve its interest in providing natural gas services to Santa Rosa Island by granting a non-exclusive franchise to the City of Gulf Breeze. This non-exclusive franchise would be operative until such time as the City of Pensacola could provide the same natural gas services to Santa Rosa Island.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was reviewed by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County has coordinated with the Cities of Gulf Breeze and Pensacola in its review of the agreement.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2193

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: 5:33 p.m. Public Hearing to Adopt the Heritage Woods Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Heritage Woods 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 Heritage Woods 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 Heritage Woods 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 64 properties, and of these, approximately 59% 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 \$100.67 for the first assessment (which covers 18 months) and \$61.01 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

Heritage Woods Ordinance

ORDINANCE 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE HERITAGE WOODS 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 Heritage Woods Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution **R2011-174**, 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 Heritage Woods Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 64 properties in this proposed district and the property owners in the Heritage Woods Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% 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 Heritage Woods 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 Heritage Woods 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 Heritage Woods 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 Heritage Woods Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Heritage Woods Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Government Lot 5, Section 23, Township 1 South, Range 31 West, Escambia County, classified by the Property Appraiser's records in Plat Book 16, Page 12 and Plat Book 16, Page 12A, 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 Heritage Woods 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 Heritage Woods 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 _____ 2012.

**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: _____

Title: _____

Date: 2/7/12

EXHIBIT A

LEGAL DESCRIPTION:

[The following text is extremely faint and illegible, appearing to be a dense block of legal or technical description.]



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-2204 **Clerk & Comptroller's Report** **13. 1.**
BCC Regular Meeting
Meeting Date: 03/01/2012
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Information

Recommendation:

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

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

- A. Payroll Expenditures for Pay Date February 17, 2012, in the amount of \$2,110,561.81; and
 - B. The following two Disbursement of Funds:
 - (1) February 9, 2012, to February 15, 2012, in the amount of \$2,185,831.34; and
 - (2) February 16, 2012, to February 22, 2012, in the amount of \$3,641,106.95.
-

Attachments

CR I-1



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

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

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

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

Escambia County, Florida
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: February 17, 2012

Check No:	\$0.00
Direct Deposits:	\$1,137,328.41
Total Deductions and Matching Costs:	\$973,233.40
Total Expenditures:	\$2,110,561.81

2012 FEB 15 P 2:23
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 THE BOARD OF
 COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

02/09/12 to 02/15/12

DISBURSEMENTS

Computer check run of:

<u>02/15/12</u>	\$ <u>1,512,692.67</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>192,134.28</u>
Credit Card Purchases	\$ <u>5,703.19</u>
Pensacola Bay Area Chamber	\$ <u>475,301.20</u>

Total Disbursement by Wire

\$ 673,138.67

TOTAL DISBURSEMENTS

\$ 2,185,831.34

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

FILED IN THE CLERK'S OFFICE
 ESCAMBIA COUNTY, FL.
 2012 FEB 16 A 8:03
 THE BOARD OF COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

02/16/12 to 02/22/12

DISBURSEMENTS

Computer check run of:

<u>02/22/12</u>	\$ <u>3,511,645.15</u>
<u>L-Vendor</u>	\$ <u>82,650.91</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire

Preferred Governmental Claims \$ 15,829.10

Credit Card Purchases \$ 30,981.79

Total Disbursement by Wire

\$ 46,810.89

TOTAL DISBURSEMENTS

\$ 3,641,106.95

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

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

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 FEB 22 P 1:56
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



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-2207

Clerk & Comptroller's Report 13. 2.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Approval of CIAC Minutes

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Approval of the Minutes of the Quarterly Meeting of the County Investment Advisory Committee held October 28, 2011

That the Board approve the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held October 28, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on January 20, 2012.

Attachments

CR I-2

MINUTES OF THE QUARTERLY MEETING OF THE
COUNTY INVESTMENT ADVISORY COMMITTEE
HELD OCTOBER 28, 2011
M. C. BLANCHARD JUDICIAL BUILDING
EXECUTIVE ADMINISTRATION CONFERENCE ROOM, SECOND FLOOR
190 GOVERNMENTAL CENTER, PENSACOLA, FLORIDA
(9:02 a.m. – 9:18 a.m.)

Present: M. Blaise Adams, Chairman, Board of County Commissioners' Appointee
Bob Alft, Clerk of the Circuit Court and Comptroller's Appointee
Lisa N. Bernau, Clerk and Comptroller's Designee
Amy Lovoy, County Administrator's Designee

Others

Present: Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office
Brenda Chestnutt, Tax Collector's Office
Doris Harris, Clerk to the Board's Office

Absent: Robert A. Beargie, Vice Chairman, Board of County Commissioners' Appointee
Gene M. Valentino, BCC Oversight Representative

AGENDA NUMBER

1-2. Call to Order/Roll Call

Mr. Adams called the County Investment Advisory Committee (CIAC) Quarterly Meeting to order at 9:02 a.m., with a quorum present.

3. Invocation

Mrs. Bernau delivered the Invocation.

4. Legal Advertisement

The CIAC was advised by Mrs. Harris that the Meeting was advertised in the Pensacola News Journal on October 22, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule October 24 – October 28, 2011, Legal No. 1542202.*

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

5. Approval of Minutes

Motion made by Mr. Alft, seconded by Mrs. Bernau, and carried 4-0, with Mr. Beargie absent, approving the Minutes of the Quarterly Meeting of the CIAC held July 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office.

6. Review of Investment Reports for July, August, and September 2011

Mrs. Sheldon reviewed the Investment Report for September 30, 2011, and advised that the total portfolio equaled \$176,871,591 and year-to-date earnings equaled \$1,617,385.

For Information: The CIAC reviewed *the Escambia County Clerk of Court, Florida Investment Performance Review - Quarter Ended September 30, 2011*, as prepared by PFM Asset Management LLC (PFM), the Executive Summary of which reflects:

- The County's Long Term Portfolio is of high credit quality and maintains adequate liquidity. The portfolio is entirely invested in Federal Agency, U.S. Treasury, municipal obligations, commercial paper and corporate debt securities. The securities are allocated among high quality issuers rated AA and A-1.
- Following the financial crisis in 2008, the investment universe bifurcated into safe assets (e.g. U.S. Treasuries and Agencies, gold and currencies of export-based economies) and risky assets (e.g. almost anything else). The third quarter of 2011 was clearly a "risk off" quarter, as the weakening U.S. economy and lack of a comprehensive solution to the continuing European sovereign debt crisis weighed heavily on investors. As a result, safe assets performed well and riskier assets lost significant ground. In broad market terms, U.S. Treasuries were one of the best asset classes, while equities and lower-grade corporates lagged.

(Continued on Page 3)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

6. Continued...

For Information – Continued

- Standard and Poor's lowered the United States of America's sovereign long-term credit rating to AA+ from AAA. Consequently, the ratings of agency securities that are backed by the U.S. Treasury also dropped to AA+ from AAA. The downgrade represents the credit rating agency's opinion that the effectiveness, stability and predictability of policymaking and political institutions have diminished, and therefore limit the government's ability to stabilize the medium term debt dynamics, during times of fiscal and economic challenges. The A-1+ short-term rating was affirmed. Standard and Poor's outlook on the long-term credit rating remained negative, leaving the possibility for a further downgrade to AA, if the fiscal and economic conditions do not improve within the next two years.
- Although the quarter began with rates very low, longer-term Treasury yields fell further in response to weakening economic fundamentals and the Fed's aggressively accommodative monetary policy actions. The 2-year Treasury note, which started the third quarter at a yield of 0.45%, hit a new all-time low of 0.15% (dating back to 1976) during the quarter before rebounding slightly to end the quarter at 0.25%. 5-year Treasuries also hit an all-time low (dating to 1953) of 0.76%. Treasuries of 10 year maturity and longer fell the most, as the market anticipated "Operation Twist," which was officially announced in late September.
- On September 21st, the Federal Reserve announced its new strategy, known as "Operation Twist," in which it will sell \$400 billion of short-term treasury securities and purchase the same amount in long-term maturities. The goal is to stimulate business investment and to allow for consumers to re-finance their mortgages at a lower rate. The Federal Reserve hopes that this action will increase disposable income and consumption, without having to further grow its balance sheet. This strategy is likely to result in a flatter yield curve, lowering yields on the long-end and raising yields on the short-end. The positive "roll-down effect" would be reduced as the yield curve loses its steepness. Given that the Federal Reserve will stick to its strategy, this trend is likely to continue and may allow for us to take advantage of the yield increase going forward.

(Continued on Page 4)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

6. Continued...

For Information – Continued

- Over the course of the quarter, PFM executed several trades, for the Long Term Portfolio to take advantage of the steepness of the yield curve. For example, early in August, PFM sold federal agency securities in the 1-year maturity range and purchased federal agency securities in the 2-year range, in order to increase the portfolio's yield. This strategy resulted in a 30 basis points (0.30%) yield pick-up for the Long Term portfolio. PFM also found value in corporate securities. In mid-August PFM swapped out of federal agency securities and purchased corporate securities for a yield pick-up of 39 basis points (0.39%) and a gain of \$71,287. Overall, the portfolio realized over \$100,000 in gains on sales, as a result of active management during the quarter.
- At the beginning of the quarter, PFM targeted the Long Term portfolio's duration at 92% of the benchmark's duration to reduce the interest rate risk and the market value erosion that will occur if rates rise. For the third quarter, the Long Term portfolio fell 0.13% short of the benchmark return, as PFM maintained a conservative investment strategy in anticipation of higher future interest rates. PFM's conservative investment approach was based on PFM's investment philosophy, according to which the preservation of principle (*principal*) takes precedence over returns. This is particularly true when operating in a record-low interest environment, where the low level of income lessens the buffer created against adverse market moves. Although the Federal Reserve is determined to keep interest rates low until mid 2013, "Operation Twist" will likely increase short-term rates in the 1 to 5 year segment, in which PFM operates. Holding the duration of the Long Term portfolio short at 94% of the benchmark's duration will 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.
- As always, PFM strives to maintain the safety of principal while at the same time positioning the portfolio for growth and searching for tactical opportunities to enhance return. In these changing times, PFM's strategy will remain flexible and may change in response to changes in interest rates, economic data, market outlook or specific opportunities that arise.

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

7. 2012 Meeting Schedule

Motion made by Mrs. Bernau, seconded by Mr. Alft, and carried 4-0, with Mr. Beargie absent, approving to schedule the following 2012 Meetings:

Quarterly Meeting – January 20, 2012

Quarterly Meeting – April 27, 2012

Quarterly Meeting – July 27, 2012

Quarterly Meeting – October 26, 2012

8. Election of Chairman and Vice Chairman

Motion made by Ms. Lovoy, seconded by Mr. Alft, and carried 4-0, with Mr. Beargie absent, electing Mr. Beargie as Chairman for 2012.

Motion made by Ms. Lovoy, seconded by Mrs. Bernau, and carried 4-0, with Mr. Beargie absent, electing Mr. Alft as Vice Chairman for 2012.

9. Adjourn

Mr. Adams adjourned the CIAC Meeting at 9:18 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-2205

Clerk & Comptroller's Report 13. 3.

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

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

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

A. A copy of the *Certificate of County Canvassing Board*, certifying that the votes were 36,464 for and 10,083 against the County referendum question on the ballot for the Nonpartisan Election held January 31, 2012, relating to the renewal of the Board's authority to grant economic development ad valorem tax exemptions, as received in the Clerk to the Board's Office on February 13, 2012 (the original *Certificate* is filed with Ordinance Number 2011-33 in the Clerk to the Board's Office); and

B. State of Florida, Department of Economic Opportunity, Community Development Block Grant Program, FFY 2008 Supplemental Disaster Recovery Emergency Funds Program Agreement, as executed by the Chairman on November 4, 2011, based on the Board's August 8, 2011, action concerning the State of Florida Department of Community Affairs, Community Development Block Agreement, Disaster Recovery Enhancement Funds Application, and received in the Clerk to the Board's Office on February 9, 2012.

Attachments

CR I-3

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

Escambia County

We, the undersigned, Pat Kinsey, County Judge, David H. Stafford, Supervisor of Elections, and Grover C. Robinson, IV, Member of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 10th day of February, A.D., 2012, and proceeded publicly to canvass the votes given for the Referendum herein specified at the **Nonpartisan Election** held on the 31st day of January, A.D., 2012 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

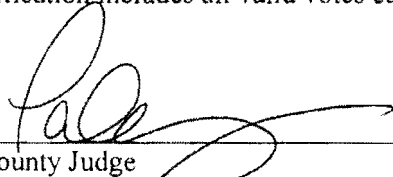
**COUNTY REFERENDUM QUESTION
RELATING TO RENEWAL OF AUTHORITY TO GRANT
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS**

Shall the Board of County Commissioners of Escambia County, Florida be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses?


36,464 YES – For authority to grant exemptions

10,083 NO – Against authority to grant exemptions

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.



County Judge



Supervisor of Elections



Member, Board of County Commissioners





**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 02-08-2012

TO: Doris Harris, Deputy Clerk

BCC: 08-04-2011

CAR II-9 State of Florida Department of Economic Opportunity , State of Florida Department of Community Affairs Community Development Block Grant Program, FY 2008 Supplemental Disaster Recovery Emergency Funds Program Agreement

Please Initial and Date
Below on Line Provided

slg 2/8/2012

Shirley Gafford, Program Coordinator, County Administration

Attached for filing with the Board's Minutes is the Clerk's Original Agreement.

Thank you.

Doris Harris, Deputy Clerk

ESCAMBIA COUNTY
CLERK OF COUNTY BOARD
02-08-2012
14:05 V 0-213 2012
CLERK OF COUNTY BOARD
ESCAMBIA COUNTY

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

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8-9. Approval of Two Consent Agenda Items – Continued

9. Taking the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Application (Funding: Fund and Cost Center to be assigned by OMB [*Office of Management and Budget*] upon Grant award):

- A. Acknowledging, for the Official Record, submission of the CDBG DREF Application to DCA, in the maximum amount of \$2,363,081, to enhance ongoing construction projects for the benefit of the citizens of Escambia County and the City of Pensacola, including: DCA Service Area #1/Lakewood Sanitary Sewer Improvements, DCA Service Area #4/Sanchez Court Rehabilitation/Mitigation Project, and DCA Service Area #5/Centralized Replacement Homeless Housing/Services Facility;
- B. Ratifying the Chairman's execution of the Grant Application and related forms, as required for submission of the CDBG DREF Application to DCA; and
- C. Authorizing the Chairman or County Administrator, as appropriate, to execute Grant award documents, Agreements, related forms, and any other documents as may be required to process, receive, and fully implement the DREF Grant.

For Information: The Board heard Commissioner Young disclose that she serves on the Area Housing Board; however, because she is not paid for her service, she has the ability to vote on Items 8 and 9.



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-2229 **Clerk & Comptroller's Report** **13. 4.**

BCC Regular Meeting

Meeting Date: 03/01/2012

Issue: Write-Off of Accounts Receivable

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,009.00 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

Background:

The Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs of returned checks and other receivables from various receivable accounts as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

Attachments

CR I-4



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: February 23, 2012

SUBJECT: Write Off Accounts Receivables

2012 FEB 23 P 3:42
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board adopt the Resolution authorizing the write off of **\$1,009.00** in returned checks and account receivables in various funds of the County that have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs of returned checks and other receivables from various receivable accounts as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

PLS/nac

Attachment

RESOLUTION R2012-

WHEREAS, certain returned checks and other receivables totaling \$1,009.00 are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson
Chair

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:



INTER-OFFICE MEMORANDUM

TO: Cheryl Maher, Senior Accounting Supervisor

FROM: Ernie Lee Magaha
Clerk of the Circuit Court

By: Lorraine Hudson
Lorraine Hudson

DATE: February 23, 2012

SUBJECT: Returned Checks and Receivables Write-Off
Ended 02/17/12

The following is a list of all outstanding returned checks greater than 120 days old and uncollectible receivables at February 17, 2012.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Holmes, Schavonne	07/07/2011	001	\$ 68.00
Malparitida, Gino Antoino	08/19/2011	001	\$ 83.00
Foster, Melisa	08/22/2011	001	\$ 93.00
House, Serena	10/13/2011	406	\$ 130.00
Total Checks			\$ 374.00
Uncollectible Account		120	\$ 635.00
Total Receivables			\$ 1,009.00

Grand Total

\$ 1,009.00

68.00 *+
83.00 +
93.00 +
130.00 +
374.00 ◊

635.00 +
1,009.00 *



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-2206 **Clerk & Comptroller's Report** **13. 5.**
BCC Regular Meeting
Meeting Date: 03/01/2012
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Information

Recommendation:

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

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

- A. Approve the Minutes of the Regular Board Meeting held February 16, 2012;
 - B. Approve the Minutes of the Attorney-Client Session held February 16, 2012;
 - C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 16, 2012; and
 - D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 9, 2012.
-

Attachments

CR I-5

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 16, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:07 a.m. – 10:25 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 16, 2012, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, County Attorney Rogers, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and Randy Wilkerson, Director, Neighborhood Enterprise Foundation, Inc., reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. County Administrator Oliver, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, Larry M. Newsom, Assistant County Administrator, and Marilyn Wesley, Director, Community Affairs Department, reviewed the County Administrator's Report; and
 - D. County Attorney Rogers reviewed the County Attorney's Report, with comments from Keith Wilkins, Director, Community & Environment Department, and Robert Emmanuel, Attorney, Emmanuel, Sheppard & Condon, concerning Item I-5.

NAME

DEPARTMENT/AGENCY

1	Steven Littlejohn	E.C.E.E
2	J. Branquell	BCC-01
3	Dawn Froche	BCC (Int. S-)
4	Greg Fuyard	ESC
5	W. M. Enslin	U
6	Jesse Casey	SELF
7	DeFi Messenger	Animal Services
8	Marlin Wedley	DCA
9	Chips Borschenfeld	C+E
10	Randy Wickert	NEFE
11	E. Theate Jones	EC HFD
12	Michael Wind	SPE
13	Amy Gray	MBS
14	Jay Bachman	PW
15	Tim Day	C+E
16	D. Simpson	Legal
17	Laura Nowlan	SMG
18	Archie Clark	SMG
19	Charles Pennington	SMG
20	John Sims	ECFR
21	L. D. Taylor	MOB
22	Claudia Sumner	Puch
23	Mike Woodard	PS
24	Bob Dennis	MBS/Purchasing
25	Jamie Page	PNJ
26	Tom + Liz Barea	Citizen
27	Eric Peterson	CRA
28	Keith Wilkins	C+E
29	Cam Johnson	PIO
30	Kelly Cooker	PIO


NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Brandi Zylar	PIO
2	Michael Rhodes	Parler & Rec
3	Larry Newsom	CAO
4	Dean Kirschner	Dist 2
5	Deana Stallworth	Comm. Affairs
6	Susan Hendrich	CAO
7	Cheryl Swelby	CAO
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NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Patty Oliver	County Administration
4	Judith Wittenstaedt	CAO
5	Wilson Robertson	BCC
6	Gene McAlister	BCC
7	Marie Young	Sec
8	Don Alt	BCC
9	KEVIN WHITE	BCC
10		City Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 9, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:58 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Marie K. Young, District 3
Commissioner Kevin W. White, District 5
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

AGENDA NUMBER

1. Call To Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on February 4, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 6-February 10, 2012, Legal No. 1553036*.

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

A. Board Discussion – The C/W heard a presentation from County Administrator Oliver concerning the three-page spreadsheet entitled *Potential Items for Further Consideration*, which summarizes the status of the following issues regarding the request by Escambia River Muzzle Loaders, Inc., to convey property to the organization:

- (1) Additional Buffers
- (2) Noise

(Continued on Page 2)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (3) Hours of Operation
- (4) Safety Equipment
- (5) Range Closed on Mondays, Thanksgiving, Christmas, and Easter Sunday
- (6) Firing Lanes
- (7) Overnight Camping
- (8) Use of Property to the North
- (9) Schedule of Improvements
- (10) Impact of Failure to Acquire Estes Property
- (11) Conveyance of Property
- (12) Power Lines
- (13) Lighting

B. Board Direction – The C/W recommends that the Board authorize County Administrator Oliver to proceed with preparation of a Contract for Sale of County-owned property, located on Rockey Branch Road, to Escambia River Muzzle Loaders, Inc. (ERML), subject to the following conditions and contingent upon rezoning of the property, and any changes in use to be subject to the Development Review Committee (DRC) process and applicable DRC fees:

- (1) A safety officer will be present when the range is open;
- (2) From April 1 through September 30, the hours of operation will be 8:00 a.m. to 8:00 p.m.;
- (3) The range will be closed on Mondays, Thanksgiving, Christmas, and Easter Sunday, except that it will be open on Mondays that are federally recognized holidays; and
- (4) ERML will be permitted to install platform area lighting.

Recommended 4-1, with Commissioner White voting "no"

Speaker(s):

Ed Kessler
Mike Roberts

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Olive Road Improvements

- A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Olive Road, East and West*, presented by Joy D. Blackmon, P.E., Director, County Engineer, Public Works Department; and
- B. Board Direction – None.

5. Civic Center Update

- A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Management Contract, Pensacola Civic Center*, presented by County Administrator Oliver; and
- B. Board Direction – The CW recommends that the Board authorize County Administrator Oliver to bring forward for adoption a three-year Contract, commencing October 1, 2012, with SMG, for management of the Pensacola Civic Center, per the terms presented in the PowerPoint Presentation.

Recommended 5-0

6. Environmental Code Enforcement Officer Safety Issues (Guns)

- A. Board Discussion – The CW discussed Environmental Code Enforcement Officer Safety Issues (Guns), and was advised by Commissioner Robertson that the County Attorney will draft and forward a request for an Attorney General's Opinion as to whether or not Code Enforcement Officers employed by the County can legally carry a gun for self protection; and
- B. Board Direction – None.

ITEMS ADDED TO THE AGENDA – COMMISSIONER WILSON N. ROBERTSON

1. Out-of-County Travel

- A. Board Discussion – The CW heard Commissioner Robertson read the following add-on item concerning out-of-County travel:

"On Monday, February 13, 2012, I will be driving to Tallahassee, Florida, with Larry Newsom, Assistant County Administrator, for a meeting with the Florida Department of Transportation Secretary Ananth Presad and District Secretary Tommy Barfield to discuss the tolling of the Pensacola Bay Bridge. I will be driving over in the morning and returning late that afternoon.

I am requesting that out-of-County travel be approved for this trip. Travel expenses will come from budgeted funds within Cost Center 110101, Object Code 54001.

Travel authorizations and reimbursements are in compliance with Florida Statutes, Chapter 112.061, "Per Diem and Travel Expenses," and the Board of County Commissioners' Policy "Out-of-County Travel," Section I, Part C.4.

Normally, a travel request would come before us in a Regular Board meeting; however, this meeting came up after our last Board meeting and the meeting with Secretary Presad will take place before the next scheduled Board meeting. Therefore, by voting in the Committee of the Whole, it will be included in the Clerk's minutes that will be on the February 16, 2012, Board Meeting for our approval."; and

- B. Board Direction – The CW recommends that the Board authorize reimbursement of out-of-County travel expenses for Commissioner Robertson and Larry M. Newsom, Assistant County Administrator, to travel to Tallahassee, Florida, on February 13, 2012, for a meeting with Secretary Ananth Presad and District Secretary Tommy Barfield, Florida Department of Transportation, to discuss the issue of tolling of the Pensacola Bay Bridge (Funding Source: Cost Center 110101, Object Code 54001.

Recommended 5-0

AGENDA NUMBER – Continued

7. Adjourn

Chairman Robertson declared the CW Workshop adjourned at 10:58 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1944

Growth Management Report 13.

BCC Regular Meeting

Public Hearing

Meeting Date: 03/01/2012

Issue: 5:45 p.m. -A Public Hearing - To Drop the LDC Ordinance-Article 13 "Flood Plain Management"

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

Information

RECOMMENDATION:

5:45 p.m. A Public Hearing to Drop the Review of an LDC Ordinance, Article 13, "Flood Plain Management"

That the Board of County Commissioners (BCC) drop the review of a Land Development Code (LDC) Ordinance, Article 13.20.00, "Flood Plain Management on Pensacola Beach," concerning the standards for Flood Hazard reduction, from the agenda.

BACKGROUND:

At the February 13, 2012 Planning Board meeting, the board recommended to table the ordinance and bring it back as a discussion item at the time of the FEMA Flood Plain discussion. It is unknown at this time when the SRIA Flood Plain ordinance will be sent back to the Planning board as a Public Hearing.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

NA



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1899

Growth Management Report 13. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 03/01/2012

Issue: 5:46 p.m. -Transmittal Hearing - Comprehensive Plan Text Amendment

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

Information

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board of County Commissioners (BCC) review and approve the transmittal of an Ordinance to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

BACKGROUND:

Pursuant to adoption of the new "Community Planning Act", Chapter 163, Florida Statutes, changes and deletions to the Comprehensive Plan attached to and incorporated in this ordinance are consistent with the Florida Statutes. The purpose and intent of this ordinance is to adopt changes to the Comprehensive Plan to fulfill the requirements of the newly enacted "Community Planning Act", Chapter 163, Florida Statutes. At the January 9, 2012 Planning Board meeting, the board reviewed and recommended that the BCC approve the transmittal of the ordinance.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Once the ordinance has been transmitted to DEO and the County receives comments, the BCC will hold a public hearing for adoption of the ordinance. Implementation of this Ordinance will consist of a text amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Legal Sign off;Draft Ordinance;Clean Copy

Comp Plan Attachment A

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comprehensive Plan Amendment

Date: 21 November 2011

Date requested back by: _____

Requested by: Juan C. Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: Dec 7, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030 CONSISTENT WITH CHAPTER 2011-139, LAWS OF FLORIDA; REMOVING REFERENCES TO RULE 9J-5, FLORIDA ADMINISTRATIVE CODE; REMOVING AND REPLACING REFERENCES TO THE DEPARTMENT OF COMMUNITY AFFAIRS WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY; CORRECTING REFERENCES TO CODIFIED SECTIONS OF THE FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on January 20, 2011; and

WHEREAS, Chapter 2011-139, Laws of Florida, which was enacted on June 2, 2011, significantly revised the laws governing local government comprehensive planning; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 2011-139, Laws of Florida;

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

Section 1. Purpose.

The purpose of this ordinance is to amend the Escambia County Comprehensive Plan: 2030 consistent with Chapter 2011-139, Laws of Florida, removing references to Rule 9J-5, Florida Administrative Code, removing and replacing references to the Department of Community Affairs with the Department of Economic Opportunity and correcting references to codified sections of Chapter 163, Florida Statutes.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect

1 the validity of the remaining portions of this ordinance.

2
3 **Section 4. Inclusion in the code.**

4
5 The Board of County Commissioners intends that the provisions of this ordinance
6 will be codified as required by Section 125.68, Florida Statutes, and that the sections of
7 this ordinance may be renumbered or relettered and the word "ordinance" may be
8 changed to "section," "article," or such other appropriate word or phrase in order to
9 accomplish its intentions.

10
11 **Section 5. Effective date.**

12
13 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not
14 become effective until 31 days after the Department of Economic Opportunity notifies
15 Escambia County that the plan amendment package is complete. If timely challenged,
16 this ordinance shall not become effective until the Department of Economic Opportunity
17 or the Administration Commission enters a final order determining the ordinance to be in
18 compliance.

19
20 DONE AND ENACTED this ____ day of _____, 2012.

21
22 BOARD OF COUNTY COMMISSIONERS
23 ESCAMBIA COUNTY, FLORIDA

24
25
26 By: _____
27 Wilson B. Robertson, Chairman

27 ATTEST: Ernie Lee Magaha
28 Clerk of the Circuit Court

29
30 By: _____ Date Executed: _____
31 Deputy Clerk

32
33 (SEAL)

34
35 ENACTED:

36
37 FILED WITH THE DEPARTMENT OF STATE:

38
39 EFFECTIVE DATE:

40
41
42 ATTACHMENTS: Escambia County Comprehensive Plan: 2030

**Ordinance
Clean Copy**

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DONE AND ENACTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Escambia County Comprehensive Plan: 2030

1 **Table of Contents**

Formatted: Numbering: Restart each page

2
3 Part II of the Escambia County Code of Ordinances (1999), the Escambia County
4 Comprehensive Plan, as amended, is further amended to read as set forth on the
5 following pages attached hereto, which includes the following chapters:

- 6
- 7 Chapter 1: Legal
- 8 Chapter 2: Administration
- 9 Chapter 3: Definitions
- 10 Chapter 4: Public Participation
- 11 Chapter 5: General Requirements
- 12 Chapter 6: Concurrency Management System
- 13 Chapter 7: Future Land Use
- 14 Chapter 8: Mobility
- 15 Chapter 9: Housing
- 16 Chapter 10: Infrastructure
- 17 Chapter 11: Coastal Management
- 18 Chapter 12: Conservation
- 19 Chapter 13: Recreation and Open Space
- 20 Chapter 14: Intergovernmental Coordination Element;
- 21 Chapter 15: Capital Improvement Element;
- 22 Chapter 16: Public Schools Facilities Element

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1 **Chapter 1 Legal.**

2
3 **Section 1.01 Title.**

4 This ordinance shall be known as the "Escambia County Comprehensive Plan:
5 2030".

6
7 **Section 1.02 Jurisdiction.**

8 The lands subject to this ordinance shall include all unincorporated areas of
9 Escambia County.

10
11 **Section 1.03 Intent.**

12 It is the intent of this ordinance to provide orderly growth management for those
13 areas identified in section 1.02 above. This ordinance is not intended to terminate
14 growth but rather to provide mechanisms for growth management in order to
15 serve the citizens, visitors and property owners of Escambia County.
16 Implementation of this ordinance is designed to maintain and improve the quality
17 of life for all citizens of the county.

18
19 The Board of County Commissioners of Escambia County finds that the goals,
20 objectives, policies and regulations set forth hereunder are a necessary and
21 proper means for planning and regulating the development and use of land in the
22 county and for otherwise protecting and promoting the public health, safety, and
23 general welfare of its citizens. It is the intent of this ordinance that the
24 comprehensive plan sets general guidelines and principles concerning its
25 purposes and contents and that this ordinance shall be construed broadly to
26 accomplish its stated purposes and objective.

27
28 **Section 1.04 Effect on previous plan.**

29 This ordinance/comprehensive plan supersedes and replaces the Escambia
30 County Comprehensive Plan, which was adopted by the Board of County
31 Commissioners on October 20, 1993, as amended.

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1 **Chapter 2 Administration.**

2
3 **Section 2.01 Local planning agency.**

4 (1) The Escambia County Planning Board is hereby established by the Board of
5 County Commissioners (BCC) of Escambia County as the Local Planning
6 Agency (LPA).

7
8 (2) Duties: The duties of the LPA shall be as specified in Section 163.3174,
9 Florida Statutes, and include:

- 10
11 a. Be responsible for the preparation of the Escambia County
12 Comprehensive Plan and make recommendations to the BCC
13 regarding the adoption of the plan;
14 b. Monitor the effectiveness and status of implementation of the
15 comprehensive plan and recommend to the BCC any changes in
16 the plan as may, from time to time, be required;
17 c. Monitor, review and prepare periodic reports required by Section
18 163.3191, Florida Statutes, including regular assessments of the
19 plan and preparation of the evaluation and appraisal report on the
20 plan;
21 d. Review any proposed land development regulations, codes or
22 amendments thereto and make recommendations to the BCC as to
23 the consistency of proposed regulations, codes or amendments
24 with the comprehensive plan;
25 e. Perform any other function, duty or responsibility assigned to it by
26 the Escambia County BCC or by general or special law; and,
27 f. Additional duties and responsibilities may be placed upon the LPA
28 by inclusion of such duties and responsibilities within the Land
29 Development Code (LDC).
30

31 (3) Resources: The LPA may utilize any resources provided it by the BCC in
32 furtherance of the duties and responsibilities of the LPA. These resources may
33 include, but are not limited to, facilities and equipment of the County, temporary
34 assignment of employees, utilization of County committees, boards or authorities,
35 consultants, persons or entities to prepare or assist in the preparation of the plan,
36 amendments thereto or any other land development regulation, proposed or
37 existing, as it may deem appropriate.
38

39 **Section 2.02 Administration.**

40 The Escambia County Administrator shall administer this ordinance with the
41 assistance of other personnel within the County, as necessary. Policy direction
42 and guidance shall be provided by the LPA and the BCC. In addition, assistance
43 may be provided pursuant to Section 2.01(3) above.
44

45 **Section 2.03 Public participation and notices.**

46 Refer to Chapter 4 for public participation and notices.

1 **Chapter 3 Definitions.**

2
3 **Section 3.01 Definitions.**

4 The definitions listed here are hereby adopted. In addition, any words not defined
5 here shall be defined as found in Chapter 163, pt. II, Florida Statutes, and ~~Rule~~
6 ~~9J-5, Florida Administrative Code,~~ which ~~are~~is hereby adopted by reference.
7 There may be other definitions contained in the chapters (elements) of this
8 ordinance and such definitions are not "in conflict" with the definitions in rule or
9 law. Also, the additional definitions, if any, relate to terms or phrases not
10 otherwise defined.

11
12 **Section 3.02 Germane definitions.**

13 The Escambia County Land Development Code (land development regulations)
14 will contain specific definitions germane to any items within the Land
15 Development Code (LDC).

16
17 **Section 3.03 Singular and plural terms; gender; general interpretation.**

18 Unless the context clearly indicates otherwise, singular words include the plural,
19 person or man includes both genders and words not otherwise defined shall have
20 those meanings commonly and customarily ascribed to them and as can be
21 found in any standard dictionary reference books.

22
23 **Section 3.04 Definitions.**

24
25 **Avigation easement:** An easement that gives a clear property right to maintain
26 flight operations in the airspace above the property.

27
28 **Buffer:** A designated area with natural and/or manmade features functioning to
29 minimize or eliminate adverse impacts on adjoining land uses, or wetlands as
30 defined by Section 373.019(22) Florida Statutes.

31
32 **Commercial use:** Any nonresidential use that is typically carried out for the
33 purpose of monetary gain, including, but not limited to, any business use or
34 activity at a scale greater than a home occupation.

35
36 **Compact development:** A development pattern typically featuring narrow
37 streets, multifunction structures (such as residential over retail), multifamily
38 housing, front porches, small lots, wide sidewalks, neighborhood parks,
39 community landscaping, easily walkable distances from residences to local
40 commercial uses, places of employment and schools.

41
42 **Concurrency:** The condition or circumstance that at the time new demands are
43 placed on public facilities, facility capacities will meet or exceed the adopted level
44 of service (LOS) standards established by the Comprehensive Plan.

45

1 **Conservation:** The act of preserving, guarding, or protecting; keeping in a safe
2 or entire state; preservation.

3
4 **Conservation subdivision:** A form of residential subdivision characterized by
5 clustered compact lots, common open space and natural features, used to
6 protect agricultural lands, open space or other natural or historical resources
7 while allowing for the maximum number of dwellings under applicable zoning and
8 subdivision regulations.

9
10 **Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed
11 norm.

12
13 **Density:** The number of dwelling units per acre of land.

14
15 **Development:** The carrying out of any building activity or mining operation, the
16 making of any material change in the use or appearance of any structure or land,
17 or the dividing of land into three or more parcels. Specific activities or uses
18 involving or excluded from development are defined in Section 380.04, Florida
19 Statutes.

20
21 **Enhance:** To make greater, as in value, beauty, or effectiveness; to augment.

22
23 **Environmentally sensitive lands:** Those areas of land or water that are
24 determined by the BCC as being necessary to conserve or protect natural
25 habitats and ecological systems. The following classifications are those that have
26 been determined by Escambia County to be environmentally sensitive:

- 27
28 a. Wetlands as defined herein, and wetlands as defined by the U.S. Army
29 Corps of Engineers.
30 b. Shoreline Protection Zones.
31 c. Aquatic preserves and the Escambia River Management Area.
32 d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida
33 Administrative Code and as defined and approved by the Florida
34 Legislature.
35 e. Habitats of threatened or endangered species as defined by the U.S.
36 Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife
37 Conservation Commission (FWC) or other state or federal agencies.
38 f. Essential fishery habitat (EFH), including seagrasses.
39 g. Floodplain areas defined on the FEMA Flood Insurance Rate Map
40 (FIRM) as areas of special flood hazard subject to a one percent annual
41 chance of flooding.
42 h. Potable water wells, cones of influence, and potable water well fields.

43
44 **Existing communities:** Established residential or mixed-use areas; developed
45 land that contains homes, businesses, and/or other civic and community uses.

46

1 **Farm worker:** A person who works on, but does not own, a farm; an agricultural
2 laborer (may be permanent or temporary).
3

4 **Financial feasibility:** The ability of a proposed land use or change of land use to
5 justify itself from an economic point of view.
6

7 **Floodway:** The channel of a river or other watercourse and the adjacent land
8 areas that must be reserved to discharge the base flood without cumulatively
9 increasing the water surface elevation more than one foot.
10

11 **Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential
12 land use, calculated by dividing the total gross floor area of all structures on a lot
13 by the total area of the lot.
14

15 **Group home/group home facility:** An occupied residence, licensed by the
16 State of Florida, in which a family living environment is provided for six or fewer
17 unrelated residents with developmental disabilities, as defined in Section
18 393.063, Florida Statutes, including such supervision and care by support staff
19 as may be necessary to meet the physical, emotional, and social needs of its
20 residents.
21

22 **Hazardous material:** A poison, corrosive agent, flammable substance,
23 explosive, radioactive chemical, or any other material that can endanger human
24 or animal health or well-being if handled improperly.
25

26 **Hazardous waste:** Material or a combination of materials that require special
27 management techniques because of their acute and/or chronic effects on air and
28 water quality; on fish, wildlife, or other biota; or on the health and welfare of the
29 public. Such materials include, but are not limited to, volatile, chemical,
30 biological, explosive, flammable, radioactive and toxic materials regulated
31 pursuant to Chapter 62-730, Florida Administrative Code.
32

33 **Historic/cultural resource:** Any prehistoric or historic district, site, building,
34 object, or other real or personal property of historical, architectural, or
35 archaeological value, and folk life resources. These properties or resources may
36 include, but are not limited to, monuments, memorials, Indian habitations,
37 ceremonial sites, abandoned settlements, sunken or abandoned ships,
38 engineering works, treasure trove, artifacts, or other objects with intrinsic
39 historical or archaeological value, or any part thereof, relating to the history,
40 government, and culture of the state.
41

42 **Impervious surface:** Any surface that does not allow, or minimally allows, the
43 penetration of water, and is highly resistant to infiltration by water.
44

1 **Impervious Surface Ratio:** A standard measure of the intensity of land use
2 calculated by dividing the total area of all impervious surfaces within a lot by the
3 total area of the lot.
4

5 **Incompatible/compatible development:** Incompatible development is new
6 development proposed to be constructed next to existing development where the
7 proximity of the two kinds of development each would diminish the usefulness of
8 the other, or be detrimental to existing operations. The incompatibility can arise
9 from either land use or structure size and design. Compatible development is
10 new development proposed to be constructed next to existing development
11 where proximity of the two kinds of development each would complement or
12 enhance the usefulness of the other.
13

14 **Infill development:** The development of new housing or other land uses on
15 vacant or underutilized land in existing developed areas; focuses on the reuse
16 and repositioning of obsolete or underutilized buildings and sites.
17

18 **Infrastructure:** Facilities and services needed to sustain land use activities,
19 including but not limited to roads, potable water service, wastewater service,
20 solid waste facilities, stormwater management facilities, power grids,
21 telecommunication facilities, and public schools.
22

23 **Invasive species:** A non-indigenous or exotic species that is not native to the
24 ecosystem under consideration and that has the ability to establish self-
25 sustaining, expanding, free-living populations that may cause economic and/or
26 environmental harm, or harm to human health.
27

28 **Low-impact landscaping:** Landscape design practices that apply Florida-
29 Friendly landscaping principles to reduce water consumption, use of horticultural
30 chemicals, loss of native vegetation and wildlife habitat, stormwater runoff, and
31 other negative environmental impacts.
32

33 **Mitigation:** Methods used to alleviate or lessen the impact of development.
34

35 **Mixed-use:** Any use that includes both residential and nonresidential uses.
36

37 **Mobile/manufactured home:** A complete, factory-built, single-family dwelling,
38 constructed in accordance with the federal Manufactured Housing Construction
39 and Safety Standards (the HUD Code) and transportable in one or more sections
40 on a permanent chassis for site installation with or without a permanent
41 foundation. Mobile home is the term used for manufactured homes built prior to
42 June 15, 1976 when the HUD Code became effective.
43

44 **Multi-family development:** Residential development containing multi-family
45 dwellings exclusively or predominantly.
46

1 **Multi-modal:** A transportation system that involves multiple methods of
2 transporting people and/or goods; may include pedestrian activity, bicycling,
3 transit (buses and/or rail), and the automobile.
4

5 **Native vegetation:** Vegetation that exists naturally, without intervention by
6 humans, in a specific geographic area.
7

8 **Natural Resources:** Resources provided by the natural environment, including
9 air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and
10 any other such environmental resource identified by Florida Statute for
11 conservation and protection.
12

13 **Non-conforming use:** Any lawfully established use of a structure, land, or water,
14 in any combination that does not conform to the land use regulations of the
15 zoning district or future land use category in which the use is located.
16

17 **Non-residential use:** A use characterized by the absence of residences and the
18 presence of primary land uses that include retail, commercial, office, industrial,
19 civic or recreation uses.
20

21 **Open space:** Land or portions of land preserved and protected, whether public
22 or privately owned and perpetually maintained and retained for active or passive
23 recreation, for resource protection, or to meet lot coverage requirements. The
24 term includes, but is not limited to, required yards, developed recreation areas
25 and improved recreation facilities, natural and landscaped areas, and common
26 areas.
27

28 **Paratransit system:** A form of public transportation service characterized by the
29 flexible routing and scheduling of small vehicles such as taxis, vans and small
30 buses, to provide shared-occupancy, doorstep or curbside personalized
31 transportation service.
32

33 **Performance-oriented controls:** A set of criteria or limits relating to certain
34 characteristics that a particular use or process may not exceed; regulations are
35 based upon the intensity and impacts of an activity, rather than land use.
36

37 **Preserve:** To protect natural resources and/or historic and cultural resources
38 from the negative impacts of human activity, including land development or
39 natural resource extraction, such as mining or logging. Preservation may include
40 permanently protecting land, structures and/or wetlands and water bodies via
41 purchase, conservation easement, regulations, or other methods, and may
42 include the restoration and management of natural or historic resources.
43

44 **Primary dune:** The first natural or manmade dune located landward of the beach
45 with sufficient vegetation, height, continuity, and configuration to offer protective

1 value. The landward extent occurs at the point where there is a distinct change
2 from a relatively steep slope to a relatively mild slope.

3

4 **Redevelopment:** The removal and replacement, rehabilitation or adaptive reuse
5 of an existing structure or structures, or of land from which previous
6 improvements have been removed.

7

8 **Residential use:** Any use for residences, domiciles, or dwellings, including, but
9 not limited to, single-family houses, townhouses, condominiums, and apartments.

10

11 **Restoration:** The act of repairing damage to a site with the aim of restoring the
12 site as closely as possible to its natural condition before it was disturbed.

13

14 **Revitalization:** The renewal and improvement of older commercial and
15 residential areas through any of a series of actions or programs that encourage
16 and facilitate private and public investment.

17

18 **Rural:** A sparsely developed area, where the land is primarily used for
19 agricultural purposes.

20

21 **Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the
22 waters of marine, estuarine, or riverine systems such as bays, bayous, rivers,
23 and streams.

24

25 **Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in
26 suburbs and rural areas and along highways; typically automobile-dependent,
27 single use, resource-consuming and low-density development in previously rural
28 areas and disconnected from existing development and infrastructure.

29

30 **Street, collector:** A street providing service that is of relatively moderate traffic
31 volume, moderate trip length, and moderate operating speed, and which
32 distributes traffic between local streets or arterial streets.

33

34 **Street, major arterial:** A street providing service that is relatively continuous and
35 of relatively high traffic volume, long trip length, and high operating speed. Note:
36 Every United States numbered highway is an arterial street.

37

38 **Street, minor arterial:** A street providing connections between major activity
39 centers of the county, which augments the major arterial system for local and
40 inter-county traffic by feeding traffic from collector and local street systems onto
41 major arterials.

42

43 **Suburban area:** A predominantly low-density residential area located
44 immediately outside of an urban area or a city and associated with it physically
45 and socioeconomically.

46

1 **Threatened and endangered species habitat.** An area that contains, or shows
2 factual evidence of, a species that is listed as "threatened", "endangered", or
3 "species of special concern", including all such areas that are classified as
4 "critical habitat" by the Florida Fish and Wildlife Conservation Commission
5 (FWC).

6
7 **Urban area:** A highly developed area that contains a variety of industrial,
8 commercial, residential, and cultural uses.

9
10 **Urban forest:** Collectively, the trees and other vegetation within and around the
11 developed areas of the county.

12
13 **Water-dependent uses:** Uses that require access to water bodies, such as
14 commercial boating or fishing operations.

15
16 **Water-related uses:** Uses that do not require a waterfront location to function,
17 but are often essential to the efficient functioning of water-dependent uses and
18 can be essential to their economic viability, such as shops, restaurants, parking,
19 boat sales, or fish processing plants.

20
21 **Wetlands:** Areas that are inundated or saturated by surface water or
22 groundwater at a frequency and duration sufficient to support, and that under
23 normal circumstances does or would support, a prevalence of vegetation typically
24 adapted for life in saturated soils. Soils present in wetlands generally are
25 classified as hydric or alluvial, or possess characteristics that are associated with
26 reducing soil conditions. The prevalent vegetation in wetlands generally consists
27 of facultative or obligate hydrophytic macrophytes that are typically adapted to
28 areas having soil conditions described above. These species, due to
29 morphological, physiological, or reproductive adaptations, have the ability to
30 grow, reproduce or persist in aquatic environments or anaerobic soil conditions.
31 Florida wetlands generally include, but are not limited to, swamps, marshes,
32 bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine
33 swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps,
34 and other similar areas.

35
36 **Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and
37 refuge areas for a variety of existing and future native wildlife species.

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Chapter 4 Public Participation.

Section 4.01 Purpose.

This chapter establishes procedures in accordance with Section 163.3181, Florida Statutes, to provide for broad dissemination of information regarding comprehensive plans and amendments, the planning process, the adoption or amendment of the Land Development Code (LDC) and other matters pertaining to the regulation or use of land or structures. In addition, it is the intent of this chapter to provide the public opportunity for written or verbal comments, processes for public hearings, provision for open discussion, communications programs, information services and consideration of and response to public comments.

Section 4.02 Intent.

It is the intent of this chapter that all citizens affected by comprehensive planning and land development regulation proposals are encouraged to participate and be afforded the opportunity for input throughout the preparation and enactment process. The provisions of this chapter apply to the formal adoption process of the comprehensive plan, amendments to the comprehensive plan, preparation or amendment of the LDC, including regulation of land subdivision, open space provisions, stormwater management, floodplain development, environmentally sensitive areas, signage, parking, innovative land development regulations, consideration of the Evaluation and Appraisal Report (EAR), and any other matters deemed appropriate by the Board of County Commissioners (BCC).

Section 4.03 Public participation and affected parties.

For the purposes of this chapter the terms, "citizen participation" and "public participation" are synonymous and apply to affected persons, substantially affected persons and aggrieved or adversely affected parties, as defined in current state statute.

Section 4.04 Public notice.

(1) So as to notify property owners, interested citizens and affected parties, Escambia County will advertise in a newspaper of general circulation within the County that a public hearing will be held to consider any of the matters described in section 4.02 above. The advertisement will include an identification of who is holding the hearing, as well as the date, time, place and general subject of the hearing and the location where copies of the proposed matter may be reviewed. The advertisement will encourage the public to provide written and/or verbal comments on the matters under consideration.

(2) All public hearings shall be held at approximately the time specified in the advertisement and shall be conducted Monday through Thursday.

1
2 (3) Escambia County will conform to the applicable notice requirements for
3 adoption or amendment of the comprehensive plan or land development code as
4 prescribed in Sections 125.66, 163.3184, and 163.3187, Florida Statutes.
5

6 **Section 4.05 Workshops.**

7 (1) Whenever possible, workshops shall be advertised to notify the public and
8 interested parties that a workshop meeting is scheduled to discuss the subjects
9 of the scheduled workshop. However, workshops may be held without
10 advertising, provided a public announcement is made at a public meeting of the
11 BCC or LPA and a notice of the workshop is posted in the County courthouse
12 and other public places as appropriate.
13

14 (2) Workshops may be held at any time deemed appropriate to facilitate the
15 timely exchange of information regarding the subject of the workshop.
16

17 (3) County staff shall provide to the Local Planning Agency (LPA) the total
18 number of citizens that attended the workshop meeting at the next publicly
19 advertised LPA meeting.
20

21 **Section 4.06 Notification and status reports.**

22 Escambia County will periodically provide notification to the media by
23 announcements of public hearings and workshops at the regular public meetings
24 of the BCC regarding the status of matters under consideration by the
25 department or the LPA.
26

27 **Section 4.07 Local Planning Agency.**

28 Prior to BCC approval, adoption and/or enactment of regulations, as appropriate,
29 of any matter listed in section 4.02, the LPA shall hold at least one public hearing
30 in conformance with the notice requirements described herein. The hearing may
31 be continued to an announced time certain upon a majority vote of the members
32 present.
33

34 (1) The LPA public hearing shall afford members of the public reasonable
35 opportunity to present their views on any matter under consideration. The
36 chairman may, at his discretion, rule out-of-order public comments he deems
37 repetitious or not germane to the matter under discussion.
38

39 (2) The sequence of activities regarding the matters under consideration shall be
40 as follows:
41

- 42 a. Announcement of the matter for consideration by the chairman;
- 43 b. Presentation of staff reports/comments, if any, whether written or
44 verbal;
- 45 c. Presentation by the applicant or principle proponent of the matter;
- 46 d. Comments from the proponents and opponents of the matter. All

- 1 speakers will be required to complete speaker request forms so that an
2 accurate record of participants can be maintained;
- 3 e. Close public input except for direct questions as may be initiated by the
 - 4 members of the LPA; and
 - 5 f. LPA discussion, debate and recommendation by majority vote prior to
 - 6 considering the next matter, adjournment, or tabling for a time certain.

7
8 (3) The LPA shall transmit its recommendation on each matter decided to the
9 BCC at the public hearing held for each matter by the BCC.

10
11 (4) The LPA shall not initiate consideration of agenda items later than 12:00
12 midnight, unless agreement to do so is obtained by majority vote of the members
13 present. Agenda items not considered due to time will be tabled until a time
14 certain.

15
16 **Section 4.08 Board of County Commissioners.**

17 As soon as practical after the LPA makes a recommendation regarding any
18 matter described in section 4.02, the BCC shall hold at least one public hearing
19 to consider the recommendation and pursuant to the notice requirements
20 described herein (reference Section 4.04). The hearing may be continued to an
21 announced time certain upon a majority vote of the commissioners present.

22
23 (1) The BCC hearing shall afford members of the public reasonable opportunity
24 to present their views on any matter under consideration. The chairman may, at
25 his/her discretion rule out of order public comments he deems repetitious or not
26 germane to the matter under discussion.

27
28 (2) The sequence of activities regarding matters under consideration shall be as
29 follows:

- 30 a. Announcement of the matter for consideration by the chairman;
- 31 b. Presentation of LPA and/or staff reports/comments, if any, whether
- 32 written or verbal;
- 33 c. Presentation by the applicant or principal proponent of the matter;
- 34 d. Comments from the proponents and opponents of the matter. All
- 35 speakers will be required to complete speaker request forms so that an
- 36 accurate record of participants can be maintained;
- 37 e. Close public input except for direct questions as may be initiated by
- 38 members of the BCC;
- 39 f. BCC discussion, debate and approval, adoption or enactment, as
- 40 appropriate for the specific matter, by majority vote prior to considering
- 41 the next matter, adjournment or tabling until a time certain; and
- 42 g. The BCC shall not initiate agenda items later than 11:00 p.m., unless
- 43 agreement to do so is obtained by majority vote of the members present.
- 44 Agenda items not considered due to time will be tabled until a time certain.
- 45
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Section 4.09 Advisory committees.

The LPA and/or the BCC may, from time to time, appoint advisory committees to provide information and/or participate in the matters listed in section 4.02. Advisory committees shall be subject to the notice requirements described herein.

1
2 **Chapter 5 General Requirements.**

3
4 **Section 5.01 Format.**

5 The Comprehensive Plan meets the format requirements of ~~Section~~Chapter 9J-5,
6 ~~Florida Administrative Code.~~Florida Statutes 163.3177, Florida Statutes.

7
8 **Section 5.02 Combined elements.**

9 The traffic circulation element, the mass transit element, and the port, aviation
10 and related facilities element have been combined into the Mobility Element to
11 avoid repetition and provide clarity. The requirements of Sections 163.3177 and
12 163.3178, Florida Statutes ~~and Chapter 9J-5, Florida Administrative Code~~ have
13 been met within ~~these~~ this combined element.

14
15 **Section 5.03 Support documents.**

16 Support data, analysis and documents are not adopted as part of this ordinance.
17 Support data, analysis and documents will be available for public inspection while
18 the comprehensive plan is being considered for adoption and while it is in effect
19 at the offices of the Escambia County Planning Division and at the office of the
20 County Clerk in the County Courthouse in Pensacola. Support data, analysis,
21 and other documentation are found in the foundation documents.

22
23 This ordinance contains references to various chapters, appendices or contents
24 of the foundation documents. The references are included for clarity and ease of
25 review by the reader. The reference is not to be construed as making the
26 foundation document or causing the foundation document contents to be made
27 part of this ordinance or the County's Comprehensive Plan.

28
29 **Section 5.04 Preparation date.**

30 The preparation of this plan started in 1987 and has continued through
31 December 2010 with public hearings and workshops. This ordinance is being
32 transmitted to the Florida Department of ~~Community Affairs (FDCA)~~ Economic
33 Development Opportunity (FDEO) for compliance review after a final public
34 hearing.

35
36 **Section 5.05 Name of preparer.**

37 This ordinance was prepared by the Escambia County Planning Board sitting as
38 the Local Planning Agency (LPA) and the Escambia County Staff. Professional
39 and technical assistance and production of this ordinance (plan) and the
40 foundation documents have been provided by MSCW, Inc. Support information in
41 the foundation documents have been taken from the data and analysis used to
42 support the 2007 Evaluation and Appraisal Report (EAR) and supplemented,
43 revised or replaced with information gathered, collected, analyzed or generated
44 by MSCW, Inc. and County staff.

45
46 **Section 5.06 Data and analysis.**

1 Copies or summaries of foundation and support data, analysis and adopted
2 documents shall be submitted to ~~FDCA~~ FDEO after approval by the BCC.

3
4 **Section 5.07 Population projections.**

5 This ordinance is based upon the Bureau of Economic and Business Research
6 (BEBR), University of Florida, Mid-Range Projections. The population projections
7 are included within the foundation documents supporting this plan. Population
8 projections will be updated annually or the most current projections available.

9
10 **Section 5.08 Level of service standards.**

11 Level of service (LOS) standards are as established in the elements contained
12 within this ordinance for roads, mass transit, wastewater, solid waste,
13 stormwater, potable water, public schools and recreation. The Concurrency
14 Management Element provides a location listing for LOS standards.

15
16 **Section 5.09 Planning time frame.**

17 The time frame for planning used in this ordinance is through the year 2030 with
18 a five year time frame for the capital improvements element starting with the
19 County budget year beginning October 1, 2009.

20
21 **Section 5.10 Internal consistency.**

22 Each chapter (element) is consistent with the other chapters and this ordinance
23 shall be construed in its entirety as the County's comprehensive plan. The Future
24 Land Use Map (FLUM) included and adopted as part of this ordinance reflects
25 goals, objectives and policies contained within this ordinance.

26
27 The goals, objectives and policies of this ordinance are based on data contained
28 within the foundation documents. Where data is relevant to several elements, the
29 same data has been used to support said elements.

30
31 **Section 5.11 Plan implementation.**

32 Among other means, this comprehensive plan shall be implemented by the
33 adoption of land development regulations. In addition to the requirements in
34 Section 163.3202, Florida Statutes, the Land Development Code (LDC) shall
35 address regulations of specific items contained in the goals, objectives and
36 policies of this ordinance.

37
38 **Section 5.12 Monitoring and evaluation.**

39 An EAR shall be prepared at the end of each five-year time frame for the purpose
40 of evaluating and appraising the implementation of this comprehensive plan. The
41 EAR shall address items contained in ~~Section Rule 9J-5.005(7), Florida~~
42 ~~Administrative Code, as amended~~ 163.3191, Florida Statutes. In addition,
43 continuous monitoring shall be maintained by the concurrency management
44 system. The Capital Improvements Element and various portions of this plan
45 shall be reviewed on an annual basis pursuant to OBJ CIE 1.4.

46

1 The EAR Steering Committee appointed pursuant to Policy CIE 1.1.1 shall
2 prepare a draft EAR for consideration by the LPA consistent with the time frames
3 established by rule for submission of the EAR. The LPA shall promulgate its
4 report (EAR) to the Board of County Commissioners (BCC) and the report shall
5 address:

- 6
- 7 a. Citizen participation in the process;
- 8 b. Updating appropriate base line data;
- 9 c. The extent to which objectives within the plan have been accomplished
10 (or not accomplished) in the first five-year period of the plan;
- 11 d. The expectations for accomplishing the objectives in the second five-
12 year period covered by the plan;
- 13 e. Accomplishments in the first five-year period;
- 14 f. Identification of problems and opportunities for achieving the desired
15 ends as expressed within the goals, objectives and policies of the plan;
- 16 g. Recommendations regarding any new goals, objectives or policies or
17 modifications to existing goals, objectives and policies to correct
18 unanticipated problems;
- 19 h. A detailed analysis of the effectiveness of the continuous monitoring
20 and evaluation of the plan pursuant to the Concurrency Management
21 Element; and
- 22 i. Any other matters deemed relevant or appropriate by the committee, the
23 LPA or the BCC.
- 24

25 **Section 5.13 Procedural requirements.**

26 This Comprehensive Plan shall be considered, adopted and amended pursuant
27 to the procedural requirements of Sections ~~163.3104~~ 163.3161--163.3215,
28 Florida Statutes. Refer to Chapter 4, Public Participation, for notices and public
29 hearings.

30

31 Any applicant requesting an amendment to this ordinance may be responsible for
32 and pay all costs associated with the amendment including required Evaluation
33 and Appraisal Reports.

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Chapter 6 Concurrency Management.

The purpose of the Concurrency Management System Element is to ensure that all necessary public facilities and services are available to support new development. The Concurrency Management System Element must establish Levels of Service standards for public services and facilities, and delineate a system for the implementation of concurrency, in a way that is timely, fair, and cost-efficient, ~~pursuant to Rule 9J-5.0055, Florida Administrative Code.~~

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County’s adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

POLICIES

CMS 1.1.1 Oversight. The Escambia County planning staff shall be responsible for ensuring compliance with the Concurrency Management System and shall report on such compliance to the Local Planning Agency (LPA) and Board of County Commissioners (BCC) on an annual basis, in accordance with the Capital Improvements Element.

CMS 1.1.2 Primary Tasks. The County Administrator, or designee, shall be responsible for the five primary tasks described below:

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
- b. Determining concurrency of proposed development that does not require BCC approval;
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and

1 e. Administering the Proportionate Fair Share Program as outlined in the
2 Land Development Code (LDC) and the Escambia County Concurrency
3 Management System Procedure Manual, if the County CMS-1 and an
4 applicant choose to utilize this program to mitigate transportation impacts
5 on transportation facilities found to have deficient capacity during the
6 process of testing for concurrency.
7

8 **CMS 1.1.3 Information and Data.** Escambia County will collect and make
9 available to the public information regarding various public facilities. The
10 information shall be updated on an annual basis consistent with the reports
11 required by the Capital Improvements Element. The information will contain data
12 such as:

- 13
- 14 a. design capacity for roadways and roadway types;
- 15 b. existing and adopted LOS for all roadways;
- 16 c. programmed roadway system improvements in the current year by the
17 County and improvements to be made to the roadway system by the
18 private sector;
- 19 d. design capacity of potable water and wastewater facilities and the
20 identification of any deficiencies within such systems;
- 21 e. the existing and adopted LOS standards for water and wastewater
22 systems;
- 23 f. programmed potable water and wastewater facility improvements;
- 24 g. design capacity for solid waste facilities including transfer stations and
25 landfills;
- 26 h. existing and proposed LOS standards for stormwater management
27 systems;
- 28 i. existing and proposed provisions of recreation and open space
29 facilities by the County or the private sector; and
- 30 j. the School Board Educational Facilities Report which contains
31 information detailing existing facilities, their locations, and projected
32 needs. The report also contains the School Board's financially feasible
33 Five-Year District Facilities Work Program.
34

35 **OBJ CMS 1.2 Coordination and Timing of Concurrency Determination**

36

37 **Coordinate establishing LOS standards for the above-named facilities with**
38 **state, regional or local entities having operational and maintenance**
39 **responsibility for such facilities, ~~in accordance with Rule 9J-5.015(3)(b)3,~~**
40 **~~Florida Administrative Code.~~**

41

42 **POLICIES**

43

44 **CMS 1.2.1 Concurrency Determination.** The test for concurrency shall be met
45 and the determination of concurrency shall be made prior to the approval of an
46 application for a development order or permit that contains a specific plan for

1 development, including the densities and intensities of the proposed
2 development. If an applicant fails concurrency, he/she may apply to satisfy the
3 requirements of the concurrency management system through the proportionate
4 fair share program. For applicants participating in the proportionate fair share
5 program, the BCC must approve a proportionate fair share agreement before a
6 certificate of concurrency can be issued. A multi-use Development of Regional
7 Impact (DRI) may satisfy the transportation concurrency requirements of the
8 concurrency management system and of Section 380.06, Florida Statutes, by
9 payment of a proportionate share contribution in accordance with the terms of
10 Section 163.3180(12), Florida Statutes.

11
12 **CMS 1.2.2 Allocation of Capacity.** Capacity shall be allocated upon issuance of
13 a development order for a preliminary plat, site plan, or Planned Unit
14 Development (PUD); or phased or longer term project; or DRI. The allocation of
15 capacity, however, shall be subject to the following sunset provisions:

- 16
17 a. Capacity approved and assigned to a preliminary plat and construction
18 plan will remain allocated for a period of two years from the date of
19 issuance of the development order or as extended by the BCC.
20 b. Capacity approved and assigned to a site plan shall remain allocated
21 for a period of 18 months from the date of the issuance of the
22 development order or as extended by the BCC.
23 c. Capacity approved and assigned to longer term projects or DRI will
24 remain allocated for a period as established in an enforceable
25 development agreement.
26 d. Capacity approved and assigned to a development order subject to the
27 condition that the applicant will satisfy all transportation concurrency
28 requirements through a proportionate fair share agreement shall
29 remain allocated for a period of 12 months from the date of the
30 conditional development order. The applicant will be required to
31 adhere to the timeframes detailed in the concurrency management
32 provisions of the LDC or the conditional development order will be
33 considered null and void and the capacity will be revoked. Once the
34 proportionate fair share agreement is approved, the allocation of capacity
35 will be subject to the applicable conditions of items (a) through (c)
36 above.

37
38 **OBJ CMS 1.3 Standards**
39
40 **Establish concurrency management system requirements and LOS**
41 **standards.**

42
43 **POLICIES**
44
45 **CMS 1.3.1 Consistency with Comprehensive Plan.** No development activity
46 may be approved unless it is found that the development is consistent with the

1 Escambia County Comprehensive Plan and that the provision of the facilities
2 enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the
3 impact of the development on those facilities.

4
5 CMS 1.3.2 **Minimum Requirements.** At a minimum, the Concurrency
6 Management System shall ensure that at least one of the following standards will
7 be met prior to issuance of a development permit or order:

- 8
9 a. The necessary facilities and services are in place at the time a
10 development permit is issued; or
11 b. A development permit is issued subject to the condition that the
12 necessary facilities and services will be in place and available to serve
13 the new development at the time of the issuance of a certificate of
14 occupancy; or
15 c. The necessary facilities are under construction at the time a permit is
16 issued. This provision only relates to parks and recreation facilities and
17 roads; or
18 d. The necessary facilities and services are the subject of a binding
19 executed contract for the construction of the facilities or the provision of
20 services at the time the development permit is issued. This provision only
21 relates to parks and recreation facilities. The LDC will include a
22 requirement that the provision or construction of the facility or service must
23 commence within one year of the issuance of the development order or
24 permit; or
25 e. The necessary facilities and services are guaranteed in an enforceable
26 development agreement. An enforceable development agreement may
27 include, but is not limited to, development agreements pursuant to Section
28 163.3220, Florida Statutes, or an agreement or development order issued
29 pursuant to Chapter 380, Florida Statutes. For transportation facilities, all
30 in-kind improvements detailed in a proportionate fair share agreement
31 must be completed in compliance with the requirements of the LDC. For
32 potable water, wastewater, solid waste, stormwater and public school
33 facilities, any such agreement will guarantee the necessary facilities and
34 services to be in place and available to serve the new development at the
35 time of the issuance of a certificate of occupancy; or
36 f. The necessary facilities needed to serve new developments are included
37 in the first three years of the applicable Five-Year Florida Department of
38 Transportation (FDOT) Work Program or in place or under actual
39 construction no more than three years after the issuance, by the County,
40 of a development order or permit. This provision only relates to roads. The
41 Five-Year FDOT Work Program is attached herein to this ordinance as
42 Exhibit A.
43 g. The necessary concurrency standards for public school facilities shall
44 be consistent with Chapter 16, Public School Facilities Element.

1 CMS 1.3.3 **LOS During Construction.** The provisions of CMS 1.3.2 above
2 notwithstanding, the prescribed LOS for any system or systems may be
3 downgraded during construction of new facilities if, upon completion of the new
4 facilities, the prescribed LOS will be met and maintained.

5
6 CMS 1.3.4 **LOS Standards.** The adopted LOS standards in this ordinance are as
7 indicated in the following policies:

8	9	10	11	12	13	14	15	16	17	18	19	20	21
	LOS												
	Roads												
	Mass Transit												
	Wastewater												
	Solid Waste												
	Stormwater Management												
	Potable Water												
	Recreation/Open Space												
	Public Schools												

22 CMS 1.3.5 **Phased construction.** The construction of any development project
23 may be phased or staged so as to coincide with the phased or staged
24 construction of infrastructure facilities so that the LOS for such facilities are
25 maintained upon completion of each phase or stage of the development project.

26
27 **OBJ CMS 1.4 Methods**

28
29 **Establish the quantitative methods for determining LOS compliance and**
30 **maintaining LOS standards.**

31
32 **POLICIES**

33
34 CMS 1.4.1 **Responsibility.** The LDC shall designate responsibility within the
35 Escambia County government for determining prior to the issuance of a
36 development order or building permit whether LOS standards are met and will be
37 maintained. The LDC may place the burden of demonstrating compliance upon
38 the developer or applicant. To be approved, applications for development
39 approval shall provide sufficient information showing compliance with LOS
40 standards.

41
42 CMS 1.4.2 **Quantitative Methods.** The LDC shall include quantitative methods
43 for determining LOS that may be impacted by any particular development
44 application. In addition, the LDC will fully describe the process for a finding of
45 compliance with LOS.

46

1 **CMS 1.4.3 Impact Calculation.** The LDC shall include standardized quantitative
2 methods to be used in determining the impact of any proposed development
3 upon the public facilities and services within the County (roads, stormwater,
4 potable water, wastewater, solid waste, recreation and open space, and public
5 schools).

6
7 Applications for development approval shall include the projected impact upon
8 public facilities and services upon occupancy or use of the proposed
9 development. Any deviation from the standardized methods within the LDC must
10 have the prior approval of the BCC before such data may be used for
11 determining or projecting impacts of the proposed development.

12
13 **CMS 1.4.4 Exemption to concurrency requirement.** For the purpose of issuing
14 a development order or permit, a proposed development may be deemed to have
15 a de minimis impact and may not be subject to the concurrency requirements of
16 ~~Rule 9J-5.0055(3)(c) 1-4, Florida Administrative Code,~~ only if all of the conditions
17 specified in Section 163.3180(6), Florida Statutes, are met.

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Chapter 7 Future Land Use Element.

The purpose and intent of the Future Land Use Element is to establish future land patterns that support and encourage compact, mixed-use urban development, support transit, reduce vehicle miles traveled and reduce greenhouse gases. The Future Land Use Element shall also provide a clear separation between urban, suburban and rural areas and provide protection for existing agricultural areas.

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.

OBJ FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

POLICIES

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). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

FLU 1.1.2 Land Development Code. Escambia County shall adopt and maintain within a Land Development Code (LDC) those specific and detailed provisions necessary and desirable to implement goals, objectives, and policies of the Comprehensive Plan. The provisions shall include regulations for use of land and water, subdivision of land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and concurrency of infrastructure and services. LDC regulations shall also provide for open space, compatibility of adjacent uses, correction of nonconforming uses and structures, and protection of potable water sources, environmentally sensitive lands, and other natural resources. Additionally, the LDC shall document the administrative processes necessary to implement its regulations, including development approval and permitting, rezoning, appeal of administrative decisions, variances or exceptions to

1 standards, and public notification of those processes. Other policies within the
2 Comprehensive Plan may prescribe more specific LDC content.

3

4 **FLU 1.1.3 Principles and Methodologies.** Escambia County shall ensure that
5 all future development is consistent with accepted planning principles and
6 professionally accepted methodologies.

7

8 **FLU 1.1.4 Zoning Districts.** Escambia County shall, through LDC provisions,
9 utilize various zoning districts to implement land use, density, intensity, and other
10 development standards consistent with accepted planning principles and the
11 designated future land use categories of the Comprehensive Plan and FLUM.
12 Within a given future land use category there shall be one or more implementing
13 zoning districts, and development standards for each parcel shall be those of the
14 applicable zoning district. Additionally, the County shall adopt and maintain
15 parcel-based zoning district maps, and the LDC shall contain provisions for map
16 amendments (rezoning), including the minimum criteria necessary for approval of
17 an amendment.

18

19 **FLU 1.1.5 Density Clustering:** The LDC shall include provisions for density
20 clustering outside of the site areas intended for preservation and within the site
21 areas intended for development.

22

23 **FLU 1.1.6 Subdivision Regulations.** Escambia County shall, through LDC
24 provisions, apply uniform subdivision regulations, including requirements to
25 provide paved roads and stormwater management.

26

27 **FLU 1.1.7 Performance-oriented Controls.** The LDC shall include performance
28 oriented land development controls. These are intended to protect and preserve
29 important natural resources; provide incentives for design improvements to
30 existing subdivisions and neighborhoods and encourage better design for newly
31 proposed subdivisions or neighborhoods; provide incentives for minimizing
32 adverse impacts on adjacent lands or uses; and encourage a mix of housing
33 types.

34

35 **FLU 1.1.8 Planned Unit Development.** Escambia County shall, through LDC
36 provisions, promote and encourage the use of the Planned Unit Development
37 (PUD) process that will allow expansion of uses, increased site specific densities,
38 clustering, or other incentives to achieve innovative land use design superior to
39 that produced by the strict application of standard development regulations.
40 Generally, the PUD process shall be limited to a development that is planned,
41 developed, and considered as a single project. The LDC shall establish minimum
42 PUD design criteria, including minimum site area and open space.

43

44 **FLU 1.1.9 Buffering.** In the LDC, Escambia County shall ensure the compatibility
45 of adjacent land uses by requiring buffers designed to protect lower intensity
46 uses from more intensive uses, such as residential from commercial. Buffers

1 shall also be used to protect agricultural activities from the disruptive impacts of
2 nonagricultural land uses and protect nonagricultural uses from normal
3 agricultural activities.

4
5 **FLU 1.1.10 Locational Criteria.** The LDC shall include locational criteria for
6 broad categories of proposed non-residential land uses. The site criteria for such
7 uses shall address the transportation classification of, and access to, adjoining
8 streets, the proximity of street intersections and large daily trip generators (i.e.
9 college or university), the surrounding land uses, the ability of a site to
10 accommodate the proposed use while adequately protecting adjoining uses and
11 resources, and other criteria that may be appropriate to those categories of uses.

12
13 **FLU 1.1.11 Public Schools.** Escambia County shall coordinate with the
14 Escambia County School Board to plan the siting and development of public
15 schools, consistent with the Intergovernmental Coordination and Public Schools
16 Facilities Elements. Schools shall be collocated with parks or other civic uses
17 such as public libraries where possible, to promote joint use of facilities and
18 encourage compact land use patterns. Schools shall be located in close
19 proximity to residential areas and accessible by various modes of transportation.

20
21 **FLU 1.1.12 Family Conveyance Exception.** Escambia County shall, through
22 LDC provisions, continue to allow property owners to convey parcels of property
23 to a grandparent, parent, step-parent, adopted parent, sibling, child, step-child,
24 adopted child or grandchild for use solely as a homestead by that individual
25 without regard to maximum residential densities established in the applicable
26 zoning districts. However, the LDC may impose other limitations. The family
27 conveyance provision shall apply only once to any individual.

28
29 **FLU 1.1.13 Administrative Appeal Procedure.** Consolidation of future land use
30 categories and zoning districts on the 2030 FLUM and associated Zoning Map is
31 intended to simplify administration while respecting private property rights. Any
32 property owner contending that a parcel of land had greater development rights
33 under the future land use and zoning in place prior to the adoption of the 2030
34 FLUM and associated Zoning Map may submit a written request to the County
35 for a determination under the vested rights provisions of the LDC.

36
37 **OBJ FLU 1.2 Historic Resources**

38
39 **Protect and preserve Escambia County's historical resources.**

40
41 **POLICIES**

42
43 **FLU 1.2.1 State Assistance.** Escambia County shall utilize all available
44 resources of the Florida Department of State, Division of Historical Resources in
45 the identification of archeological and/or historic sites or structures within the
46 County. The County will utilize guidance, direction and technical assistance

1 received from this agency to develop provisions and regulations for the
 2 preservation and protection of such sites and structures. In addition, the County
 3 will utilize assistance from this agency together with other sources, such as the
 4 University of West Florida, in identifying newly discovered historic or
 5 archaeological resources. The identification will include an analysis to determine
 6 the significance of the resource.

7
 8 **FLU 1.2.2 LDC Provisions.** Escambia County shall include provisions in the
 9 LDC that require identification and preservation of significant archeological
 10 and/or historic sites or structures within the County. The provisions will include
 11 protection for all sites listed on the Florida Master Site File and will be developed
 12 in cooperation with the Department of State, Division of Historical Resources.
 13 The provisions also will include requirements that provide for the cessation of
 14 land disturbing activities any time artifacts with potential historical significance
 15 are revealed during construction activities on any site with potential historical
 16 significance. The purpose of the cessation is to allow time to determine the
 17 significance of any artifact or historical evidence found on the site. Normally,
 18 determinations will be made by those approved to make such determinations by
 19 the Division of Historical Resources.

20
 21 **FLU 1.2.3 Density Clustering.** Escambia County shall include density clustering
 22 provisions in the LDC to protect significant historical or archaeological sites. The
 23 density clustering provisions will allow for historical or archaeological areas within
 24 a larger site to remain intact and an appropriate proportion of the density that
 25 may otherwise have been permitted within those areas to be clustered on a non-
 26 sensitive portion of the site.

27
 28 **OBJ FLU 1.3 Future Land Use Map Designations**

29
 30 Designate land uses on the FLUM to discourage urban sprawl, promote mixed
 31 use, compact development in urban areas, and support development compatible
 32 with the protection and preservation of rural areas.

33
 34 **POLICIES**

35
 36 **FLU 1.3.1 Future Land Use Categories.** General descriptions, range of
 37 allowable uses and residential densities and non-residential intensities for all
 38 future land use categories in Escambia County are outlined in Table 1.

39
 40

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational 	Residential Minimum Density: None Maximum Density: 1

	uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.	<ul style="list-style-type: none"> • Public and Civic • Limited Ancillary or Supportive Commercial 	du/20 acres Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Rural Community (RC)	Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational Facilities • Public and Civic • Compact, traditional neighborhood supportive commercial 	Residential Minimum Density: None Maximum Density: 2 du/acre Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Mixed-Use Suburban (MU-S)	Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Recreational Facilities • Public and Civic 	Residential Minimum Density: 2 du/acre Maximum Density: 10 du/acre Non-Residential Minimum Intensity: None Maximum Intensity: 1.0 Floor Area Ratio (FAR) Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

			<p>a) Residential – 8% to 25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Urban (MU-U)	Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR)</p> <p>Maximum Intensity: 2.0 Floor Area Ratio (FAR)</p> <p>Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways</p>

			<p>or transit corridors by 2030:</p> <p>a) Residential – 8% to 25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Perdido Key (MU-PK)	<p>Intended for a complementary mix of residential, commercial and tourism (resort) related uses.</p> <p>Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.</p>	<p>Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).</p> <p>Up to 16% of the land in the MU-PK FLUM category may be developed in resort/tourist related uses and in small scale commercial uses.</p> <p>Also, the types of small scale</p>	<p>Residential</p> <p>Minimum Density: None</p> <p>Maximum Density: 5 <u>25</u> du/acre (based on proposed zoning districts)</p> <p>Building heights in residential areas may be no more than eight stories, or two stories less than an adjacent structure, if the adjacent structure is greater than eight stories and existed on June 1, 1997.</p>

		<p>commercial uses allowed will be strictly controlled pursuant to the Perdido Key zoning districts.</p> <p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.1 Floor Area Ratio (FAR)</p> <p>Building heights in commercial areas may be no more than eight stories plus two stories for parking. Building heights in the commercial core area will be based on percentage of lot coverage.</p>
Mixed-Use Pensacola Beach (MU-PB)	Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is	Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.

	<p>encourage innovative land development types and arrangements.</p> <p>Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.</p>	<p>included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida.</p> <p>Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.</p>	<p>Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.</p> <p>Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.</p>
Commercial (C)	Intended for professional office, retail, wholesale, service and general business trade. Residential development may be	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p>

	permitted only if secondary to a primary commercial development.	<ul style="list-style-type: none"> Public and Civic 	<p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Industrial (I)	Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.	<ul style="list-style-type: none"> Light to Intensive Industrial Ancillary Retail and Office No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Conservation (CON)	Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.	<ul style="list-style-type: none"> Passive parks and trails Preservation lands Educational uses that use natural amenities for public benefit No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> Active and passive recreation activities and amenities Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields Meeting halls and the like No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.5 Floor Area Ration (FAR)</p>

Public (P)	Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> • Public Parks • Local, Regional, State or Federal Facilities • Public structures or lands • Quasi-public Facilities providing public services 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
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OBJ FLU 1.4 Protect Existing Communities

Escambia County shall protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICIES

FLU 1.4.1 Nonconformity. Escambia County shall prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

FLU 1.4.2 Code Enforcement. Escambia County shall conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations; this process shall continue to use a hearing examiner (code enforcement special magistrate) when appropriate.

OBJ FLU 1.5 Sustainable and Energy Efficient Development

Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.

POLICIES

FLU 1.5.1 Reduction of Green House Gases and Single Occupant Vehicle Trips. The County will direct growth toward lands designated for higher intensity, mixed use development, especially the Mid-West Sector Plan Overlay area and major transportation corridors in the Mixed Use Urban Future Land Use category, to encourage compact, mixed or multiple use developments that are walkable and can be served by public transportation, thereby establishing opportunities for

1 reduced reliance on single occupant vehicle trips and reduction in automobile
2 generated greenhouse gas emissions.

3
4 **FLU 1.5.2 Use of Planned Unit Development.** Escambia County shall support
5 the use of the Planned Unit Development process to create developments that
6 incorporate sustainable development practices, including:

- 7
8 a. A variety of nonresidential uses in close proximity to residential uses;
9 b. A variety of uses mixed as compact vertical or horizontal development;
10 c. Active first floor retail and service uses in multi story buildings;
11 d. Convenient access to typical daily needs;
12 e. A system of streets that are attractive and safe for pedestrians and
13 bicycle use;
14 f. Walking/bicycling trails and wide pedestrian sidewalks as referenced in
15 Chapter 8, Mobility Element and the Safe Routes to Schools Program;
16 g. Greenspaces, such as pocket parks, trails, greenbelts and natural
17 areas; and
18 h. Travel mode choice, including walking, bicycling, bus/transit and
19 automobile.
20

21 **FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote
22 the efficient use of existing public roads, utilities and service infrastructure, the
23 County will encourage redevelopment in underutilized properties to maximize
24 development densities and intensities located in the Mixed Use-Suburban, Mixed
25 Use-Urban, Commercial and Industrial Future Land Use districts categories (with
26 the exception of residential development).
27

28 **FLU 1.5.4 Compact Development and Maximum Densities and Intensities.**
29 To ensure developments are designed to be compact and to accommodate travel
30 mode choice, especially for short, local trips, the County will require minimum
31 densities in the Mixed-Use-Suburban Future Land Use category and encourage
32 the maximum densities and intensities in the Mixed Use-Urban Future Land Use
33 category.
34

35 **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

36
37 **Escambia County shall promote urban strategies for compact**
38 **development, efficient provision of infrastructure and urban services, and**
39 **the protection of natural resources. Urban strategies shall include infill**
40 **development, mixed-use development and coordinated land use and**
41 **transportation planning.**
42

43 **OBJ FLU 2.1 Urban Development**

44
45 **Direct growth toward those areas where infrastructure and services exist to**
46 **support development at approved densities and intensities.**

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POLICIES

FLU 2.1.1 Infrastructure Capacities. Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FLU 2.1.3 CHHA Density. Consistent with the goals, objectives and policies of the Coastal Management Element, Escambia County will not support rezonings and FLUM amendments to categories allowing higher densities within the Coastal High Hazard Area (CHHA).

FLU 2.1.4 Residential Density and Non-residential Intensity Bonuses. Through specific LDC criteria that implement the urban development objective, mixed use projects may be allowed to be developed above the maximum residential density and non-residential intensity permitted in the zoning district but not to exceed the FLU limits.

OBJ FLU 2.2 Provision of Public Services

Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.

POLICIES

FLU 2.2.1 Location. Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment and levels of efficiency shall be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the Emerald Coast Utilities Authority, other water and/or sewer providers and state or federal agencies with

1 facilities located in the County or with plans to expand existing facilities or create
2 new facilities in the County. Among other things, it is the intent of this policy that
3 public facilities and services are available to support the densities and intensities
4 of uses provided by this plan and the FLUM and that there is adequate and
5 suitable land available for such utility facilities.

6
7 **FLU 2.2.2 Land Acquisition.** Escambia County shall include land acquisition
8 within its Capital Improvements Element and its Capital Improvements Program
9 (CIP) when necessary to provide for public lands for County owned facilities.

10
11 **FLU 2.2.3 Right-of-way Dedication.** Escambia County shall continue to require
12 dedication of adequate rights-of-way as approved by the County.

13
14 **FLU 2.2.4 Existing Facilities.** Prior to embarking on the construction of new
15 capital improvements, Escambia County will consider the feasibility of upgrading
16 or rehabilitating existing facilities to determine if the rehabilitation of present
17 facilities would be in the best interest of the County and its citizens.

18
19 **OBJ FLU 2.3 Infill Development**

20
21 **Encourage infill development in appropriate urbanized areas where**
22 **infrastructure is sufficient to meet demands, such as in MU-U and MU-S.**

23
24 **POLICIES**

25
26 **FLU 2.3.1 Area Designation.** The Englewood and Brownsville Redevelopment
27 Areas, as adopted by the BCC, are hereby designated as an Urban Infill and
28 Redevelopment Area in conformance with Section 163.2514(2), Florida Statutes.
29 The County shall pursue similar designation for the remaining adopted
30 redevelopment areas.

31
32 **FLU 2.3.2 Community Redevelopment Areas.** Escambia County shall use its
33 fiscal resources to encourage infill residential, commercial and public
34 development, particularly in the Community Redevelopment Areas.

35
36 **OBJ FLU 2.4 Community Redevelopment**

37
38 **The Community Redevelopment Agency (CRA) will continue to implement**
39 **the recommendations of the 1995 Community Redevelopment Strategy, as**
40 **may be updated from time to time.**

41
42 **POLICIES**

43
44 **FLU 2.4.1 Strategy.** The CRA and other County agencies shall implement the
45 recommendations of the 1995 Community Redevelopment Strategy through the

1 Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment
2 Plans, as may be updated from time to time.

3
4 **FLU 2.4.2 Block Grants.** Escambia County shall direct its Community
5 Development Block Grant (CDBG) efforts primarily to the Community
6 Redevelopment Areas, but in any case, the program requirements promulgated
7 by the U.S. Department of Housing and Urban Development (HUD) shall be met.

8
9 **FLU 2.4.3 Unsafe Conditions.** Escambia County shall utilize and administer its
10 provisions for removal or repair of structures that are unsafe or constitute a
11 health hazard. Also, the County will continue to target CDBG funds primarily for
12 improvement to areas or structures where unsafe or substandard conditions
13 exist.

14
15 **FLU 2.4.4 Needs Identification.** Escambia County shall identify neighborhoods
16 showing initial signs of distress and evaluate the need for revitalization and
17 enhancement, which is anticipated to be complete by December 2011.
18 Distressed neighborhoods may be scheduled for targeted code enforcement and
19 for supplemental public infrastructure and park improvements through the CIP.

20
21 **GOAL FLU 3 RURAL STRATEGIES**

22
23 **Escambia County shall promote rural strategies, including protecting**
24 **agriculture, silviculture and related activities, protecting and preserving**
25 **natural resources and guiding new development toward existing rural**
26 **communities.**

27
28 **OBJ FLU 3.1 Rural Development**

29
30 **All new development within rural areas, including commercial**
31 **development, that is compatible with the protection and preservation of**
32 **rural areas, shall be directed to existing rural communities.**

33
34 **POLICIES**

35
36 **FLU 3.1.1 Infrastructure Expenditures.** Escambia County shall limit the
37 expenditure of public funds for infrastructure improvements or extensions that
38 would increase the capacity of those facilities beyond that necessary to support
39 the densities and intensities of use established by this plan unless such
40 expenditures are necessary to implement other policies of this plan.

41
42 **FLU 3.1.2 Water Facility Extensions.** Escambia County shall coordinate with
43 potable water providers on any extensions of potable water facilities in rural area.

44
45 **FLU 3.1.3 FLUM Amendments.** During consideration of FLUM amendments,
46 Escambia County shall consider the impacts of increased residential densities to

1 the agriculture and silviculture industries and public facility maintenance and
2 operation expenditures (i.e. roads, water, sewer, schools,) needed to serve the
3 proposed development.

4
5 **FLU 3.1.4 Rezoning.** Escambia County shall protect agriculture and the rural
6 lifestyle of northern Escambia County by permitting rezonings to districts allowing
7 higher residential densities in the Rural Community (RC) future land use
8 category.

9
10 **FLU 3.1.5 New Rural Communities.** To protect silviculture, agriculture and
11 agriculture-related activities Escambia County shall not support the
12 establishment of new rural communities.

13
14 **FLU 3.1.6 Residential Clustering.** Clustering of residential units in the
15 Agriculture (AG) and Rural Community (RC) future land use categories shall only
16 be permitted for subdivisions of 10 or more dwelling units, with preservation of at
17 least 80 percent of the project site in a perpetual conservation easement as
18 contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure
19 the project is compatible with surrounding properties and protects the rights of
20 adjacent property owners. The minimum lot size shall be ¼ acre and the
21 maximum residential density permitted in the future land use category shall not
22 be exceeded.

23
24 **FLU 3.1.7 Farm Worker Housing.** Group quarters, temporary housing, and
25 other residential structures for the use of permanent and/or temporary farm
26 workers may be permitted in areas of agricultural activity. Although, in no case
27 shall such uses exceed the maximum intensity specified in the applicable future
28 land use category or densities exceed 8 dwelling units per gross acre. This
29 provision is intended to preserve and promote agricultural uses by making it
30 possible for farm workers to both work and reside on or near property devoted to
31 agricultural uses.

32
33 **FLU 3.1.8 Conservation Subdivisions.** Escambia County shall, by December
34 2012, review the appropriateness of allowing conservation subdivisions in the
35 future land use categories.

36
37 **GOAL FLU 4 MILITARY INSTALLATIONS**

38
39 **Escambia County shall support the missions of local military installations.**

40
41 **OBJ FLU 4.1 Compatibility and Encroachment.**

42
43 **Recognize the economic and historical significance of retaining local**
44 **military installations and address compatibility and encroachment issues**
45 **through implementation of the recommendations of the 2003 Joint Land**
46 **Use Study (JLUS).**

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POLICIES

FLU 4.1.1 Planning Objective. Escambia County shall consider the protection of public health, safety and welfare as a principal objective of land use planning around military airfields.

FLU 4.1.2 Airfield Influence Planning Districts. Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, aviation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

- A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
 - 1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
 - 2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
 - 3. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
 - 4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
 - 5. Required disclosure for real estate transfers.

- B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
 - 1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
 - 2. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
 - 3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and

- 1 4. Required disclosure for real estate transfers; and
- 2 5. No County support of property rezonings that result in
- 3 increased residential densities in excess of JLUS
- 4 recommendations.
- 5

6 The three installations in Escambia County - Naval Air Station Pensacola
7 (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized
8 differently. Therefore, the size and designations of the AIPD Overlays vary
9 according to the mission of that particular installation. The Escambia County
10 Land Development Code details and implements the recommendations. The
11 AIPD Overlays Map is attached herein to this ordinance as Exhibit C.

12
13 **FLU 4.1.3 Infrastructure Impacts.** Escambia County shall review, in
14 coordination with other agencies or organizations that provide necessary
15 infrastructure (i.e. streets and utilities), the possible growth-inducing impacts of
16 service extensions into AIPD's.

17
18 **FLU 4.1.4 Information Access.** Escambia County shall continue to maintain an
19 interactive page on its website as a tool for all users to access information
20 concerning airfield influence planning districts, noise zones and accident
21 potential zones. The County is committed to continuous improvement and
22 expansion of the website, with links to other information sources as needed.

23
24 **FLU 4.1.5 Land Acquisition.** Escambia County shall seek dedicated sources of
25 funds for acquiring the development rights or outright purchase of select lands for
26 public purpose. The land acquisition program shall be designed to serve multiple,
27 complementary goals, including the elimination of possible development from
28 lands near airfields, the protection of the environment, the maintenance of
29 agricultural uses, and the conservation of quality open spaces.

30
31 **FLU 4.1.6 Supporting Infrastructure.** Section 288.980(4), Florida Statutes,
32 creates the "Defense Infrastructure Grant Program" to support local infrastructure
33 projects deemed to have a positive impact on the military value of installations
34 within the state. Escambia County shall support and proceed with infrastructure
35 projects that would have a positive impact on local military installations, pursuing
36 all assistance available.

37
38 **FLU 4.1.7 Military Representation.** Pursuant to Section 163.3175, Florida
39 Statutes, a representative of the military installations located within Escambia
40 County shall be placed on the Planning Board as an ex officio, nonvoting
41 member. The selection of the representative will initially be by a Memorandum of
42 Agreement between the Commanding Officers of Naval Air Station Pensacola
43 and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy
44 details the procedures and responsibilities of both parties.

1 FLU 4.1.8 **JLUS Implementation.** The Local Planning Agency, the Planning
2 Board, shall function as the JLUS Implementation Oversight Committee to guide
3 the implementation of technically sound, community-based, collaborative
4 planning. The duties of the JLUS Implementation Oversight Committee shall
5 include, at a minimum, annual meetings, with others scheduled as necessary, to:

- 6
- 7 a. Monitor the timely completion of the implementation of the JLUS
8 recommendations; and
- 9 b. Make policy decisions and recommendations concerning the JLUS
10 implementation to the BCC; and
- 11 c. Monitor the effectiveness of the implemented recommendations in
12 controlling encroachment; and
- 13 d. If necessary in the future, recommend additional measures to ensure
14 compatible development in the AIPD's.

15
16 **GOAL FLU 5 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**

17
18 **Escambia County shall utilize the Optional Sector Plan process to**
19 **encourage cohesive and sustainable development patterns within central**
20 **Escambia County, emphasizing urban form and the protection of regional**
21 **resources and facilities.**

22
23 **OBJ FLU 5.1 Conceptual Long-term Build-out Overlay**

24
25 **Adopt a conceptual long-term buildout overlay for the Mid-West Optional**
26 **Sector Plan area as authorized by the Florida Department of Community**
27 **Affairs.**

28
29 **POLICIES**

30
31 FLU 5.1.1 The Long-Range Conceptual Framework Map, attached and
32 incorporated in this Ordinance as Exhibit D, identifies the location, type and
33 extent of land uses, regionally significant public facilities, and regionally
34 significant natural resources. This area shall be depicted on the Future Land Use
35 Map as the Optional Sector Plan (OSP) and be evaluated in future statutorily
36 required evaluation & appraisal reports.

37
38 FLU 5.1.2 Development within the OSP area shall support and further the
39 following general principles:

- 40 Economic Development
- 41 a. Promote economic development and job creation
- 42 b. Promote the fiscally efficient use of land and infrastructure
- 43 c. Provide adequate retail and service opportunities to meet the needs
44 of the surrounding community
- 45
- 46

- 1 Transportation
- 2 a. Create a highly interconnected, multi-modal transportation system
 - 3 that efficiently links housing to employment and retail opportunities
 - 4 b. Develop a hierarchy of transportation corridors that would increase
 - 5 mobility and accessibility within the OSP while respecting existing
 - 6 residential development
 - 7 c. Create an interconnected and accessible pedestrian and bicycle
 - 8 network
 - 9 d. Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through
 - 10 the use of compact, mixed-use and transit-oriented development
 - 11 patterns

- 12 Environment
- 13 a. Establish a “green infrastructure” network of interconnected
 - 14 recreation areas and open space
 - 15 b. Identify, protect and when impacted by development restore key
 - 16 ecosystems
 - 17 c. Identify, protect and when impacted by development restore wildlife
 - 18 habitat and corridors
 - 19 d. Reduce greenhouse gas (GHG) emissions

- 20 Community Design
- 21 a. Create a hierarchy of place
 - 22 b. Promote compact neighborhood design
 - 23 c. Create neighborhoods that would provide a broad range of housing
 - 24 options varying in size, style, cost and type of ownership
 - 25 d. Provide neighborhood schools and parks within close proximity to
 - 26 housing consistent with Chapter 16, Public Schools Facilities
 - 27 Element.
 - 28 e. Construct resource-efficient homes and businesses

29
30
31
32 FLU 5.1.3 The total maximum development scenario of the Mid-West Escambia
33 County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non-
34 residential development and 23,000 residential dwelling units. Any future
35 amendments to this total shall result in a balanced jobs-to-housing ratio.

36
37 **OBJ FLU 5.2 Economic Development**

38
39 **Adopt development guidelines that implement the economic development**
40 **principles of the Optional Sector Plan area.**

41
42 **POLICIES**

43
44 FLU 5.2.1 The OSP shall contain two Regional Employment Districts. The
45 Northern Regional Employment District is intended to recognize and build upon
46 the County’s pre-existing investment in the Central Commerce Park. The

1 Southern Regional Employment District is intended to create an immediate
 2 opportunity for significant economic development and job creation proximate to
 3 Interstate 10 and existing population centers.

4
 5 The location of these districts shall be generally consistent with the conceptual
 6 long-term buildout overlay. The intent of these districts is to support economic
 7 development and improve the jobs-to-housing balance in central Escambia
 8 County. These districts are intended to contain predominantly industrial,
 9 distribution and office uses. Development within the Regional Employment
 10 Districts shall be consistent with the following standards:

11
 12 **Northern Regional Employment District**

13

<i>Development Standards</i>	
Maximum Size	400 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	2,500,000 sq. ft.

14 *Net acres are to be defined as gross acreage less waterbodies
 15 and wetlands.
 16

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

17 *Percentages apply to the Northern Regional Employment District
 18 as a whole and not by individual parcel.
 19

20 **Southern Regional Employment District**

21

<i>Development Standards</i>	
Maximum Size	1,600 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	8,000,000 sq. ft.

22 *Net acres are to be defined as gross acreage less waterbodies
 23 and wetlands.
 24

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

25 *Percentages apply to the Southern Regional Employment District
 26 as a whole and not by individual parcel.

1
2 FLU 5.2.2 In order to minimize public expenditures and maximize the efficient
3 use of public infrastructure and services such as utilities and roads, development
4 within the OSP shall be in the form of clustered, compact neighborhoods and
5 centers.

6
7 **OBJ FLU 5.3 Transportation**

8
9 **Adopt development guidelines that implement the transportation principles**
10 **of the Optional Sector Plan area.**

11
12 **POLICIES**

13
14 FLU 5.3.1 Transportation infrastructure within the OSP shall be designed as a
15 network of hierarchical local, collector and arterial roadways that form a
16 curvilinear grid pattern that respects the natural environment while providing a
17 high degree of interconnectivity.

18
19 FLU 5.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths
20 shall contribute to a system of fully-connected and attractive routes from
21 individual neighborhoods to neighborhood, village, town and employment
22 centers. Their design should encourage pedestrian and bicycle use by being
23 spatially defined by buildings, trees, and lighting; and by discouraging high speed
24 vehicular traffic.

25
26 FLU 5.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and
27 designed to accommodate current and future transit systems.

28
29 FLU 5.3.4 Land uses adopted within the OSP shall result in an appropriate job to
30 housing balance that reduces overall vehicle miles traveled (VMT) locating
31 residential uses within close proximity to jobs.

32
33 **OBJ FLU 5.4 Environment**

34
35 **Adopt development guidelines that implement the environmental principles**
36 **of the Optional Sector Plan area.**

37
38 **POLICIES**

39
40 FLU 5.4.1 "Green infrastructure" shall be defined as an interconnected network of
41 preservation areas, open space, parks, greenbelts and other natural areas that
42 support the function of natural systems, allow the natural management of
43 stormwater, support wildlife migration patterns, and promote community access
44 to recreational areas. Throughout the OSP these areas shall be constructed,
45 restored and maintained to the greatest extent possible.

46

1 FLU 5.4.2 Wherever possible, the natural terrain, drainage and vegetation of the
2 area shall be preserved.

3
4 FLU 5.4.3 Environmentally sensitive areas shall be preserved in a way that will
5 maintain their integrity as wildlife habitat consistent with the definition in Chapter
6 3, Definitions. The County shall require mandatory clustering on the upland areas
7 of properties that are impacted by environmentally sensitive areas; however, for
8 those properties that lack an adequate amount of uplands, limited development
9 in the OSP would be permitted if a taking would result.

10
11 FLU 5.4.4 Key wildlife corridors shall be identified and protected from the impacts
12 of development.

13
14 FLU 5.4.5 Measures shall be implemented to reduce greenhouse gas (GHG)
15 emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The
16 implementation of this policy shall include but not be limited to the following
17 measures:

- 18 a. Reduction of vehicle miles traveled (VMT) by encouraging the
19 design of compact, walkable, mixed-use, transit-oriented
20 neighborhoods.
- 21 b. Creation of a highly interconnected, multi-modal transportation that
22 incorporates facilities for current and future transit systems.
- 23 c. Promotion of alternative (non-fossil fuel) energy sources.

24
25 **OBJ FLU 5.5 Community Design**

26
27 **Adopt development guidelines that implement the community design**
28 **principles of the Optional Sector Plan area.**

29
30 **POLICIES**

31
32 FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood
33 centers. The location of these centers shall be generally consistent with the
34 conceptual long-term build-out overlay. The intent of these centers is to provide
35 recreation, retail, service, and employment opportunities within close proximity to
36 residential neighborhoods. These centers and the surrounding neighborhoods
37 shall be linked by interconnected, multi-modal transportation corridors containing
38 pedestrian, bicycle, public transit and auto facilities, thereby encouraging
39 alternative forms of travel and reducing both Vehicle Trips (VT) and Vehicle Miles
40 Traveled (VMT). Prior to site development a conceptual plan will be provided to
41 the county to demonstrate these standards set forth below.

42
43 **A. Town Center**

44 The Town Center is intended to be the retail center of the OSP and
45 capture a market area approximately 5 to 15 miles in size. The design of
46 the Town Center is intended to be compact, mixed-use and similar in

1 nature to traditional downtown cores. The Town Center shall be designed
 2 to accommodate approximately 500,000 to 1,000,000 sq. ft. of non-
 3 residential uses predominantly comprised of retail and office space. The
 4 Town Center shall contain significant residential opportunities. Residential
 5 uses shall be limited to multi-family units which may be located above
 6 ground floor office or retail uses. In addition, higher density single-family
 7 development may occur within ½ mile of the Town Center. Development
 8 within the Town Center shall be consistent with the following standards:
 9

<i>Development Standards</i>	
Maximum Size	500 net acres*
Maximum FAR	1.0
Maximum Gross Floor Area	1,200,000 sq. ft.
Minimum Residential Density	10.0 du. ac.

10 **Net acres are to be defined as gross acreage less*
 11 *waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	30%	50%
Office	20%	40%
Commercial	20%	40%
Industrial	Not Permitted	
Recreation/Public	15%	No Maximum

12 **Percentages shall be applied to the Town Center as a*
 13 *whole and not by individual parcel.*

14 **B. Village Centers**

15 Village Centers are intended to be sub-area retail centers and capture a
 16 market area approximately ½ to 2 miles in size. The design of Village
 17 Centers shall be compact, mixed-use and similar in nature to traditional,
 18 small town main streets. Village Centers shall be designed to
 19 accommodate approximately 40,000 to 200,000 sq. ft. of non-residential
 20 uses predominantly comprised of retail and office space. In addition,
 21 Village Centers may contain centralized park and recreation, community
 22 and educational facilities. Development within the Village Centers shall be
 23 consistent with the following standards:
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 27

<i>Development Standards</i>	
Maximum Size	40 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	200,000 sq. ft.
Minimum Residential Density	7.0 du. ac.

28 **Net acres are to be defined as gross acreage less*
 29 *waterbodies and wetlands.*
 30

1

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	20%	40%
Office	10%	25%
Commercial	15%	30%
Industrial	Not Permitted	
Recreation/Public	10%	No Maximum

**Percentages shall be applied to each Village Center as a whole and not by individual parcel.*

***Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.*

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C. Neighborhood Centers

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

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<i>Development Standards</i>	
Maximum Size	5 net acres*
Maximum FAR	.25
Maximum Gross Floor Area	15,000 sq. ft.
Minimum Residential Density	5.0 du. ac.

**Net acres are to be defined as gross acreage less waterbodies and wetlands.*

22
23
24

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	-	-
Office	0%	20%
Commercial	0%	35%
Industrial	Not Permitted	
Recreation/Public	20%	No Maximum

**Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. **Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.*

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1 FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary
2 in regards to dwelling unit type and density. The location of these neighborhoods
3 shall be generally consistent with the conceptual long-term build-out overlay. The
4 intent of these neighborhoods is to provide a variety of housing options and
5 within close proximity to schools and parks as well as retail, service, and
6 employment opportunities. The location and design of new neighborhoods shall
7 be such that they ensure the continued protection of natural resources and
8 existing neighborhoods, promote a strong sense of community, and provide
9 access to nearby recreational opportunities.

10
11 **A. Traditional/Urban Neighborhoods**

12 Traditional/Urban Neighborhoods are intended to be high density,
13 compact communities adjacent to centralized retail and service
14 opportunities. Traditional Urban Neighborhoods shall be designed in a
15 manner that creates a strong sense of place through the layout of the
16 streets, arrangements of open space, appearance of streetscapes and
17 linkage of neighborhoods to supporting services. To allow the efficient use
18 of land and infrastructure, increase walkability and support existing and
19 future transit systems, Traditional/Urban Neighborhoods shall be located
20 within ½ mile of Town, Village or Neighborhood centers and contain a
21 variety of housing types ranging on average from 5 to 25 dwelling units
22 per gross acre. Individual sites may have density greater than 25 units per
23 gross acre provided the average density stays within the 5 to 25 dwelling
24 units range.

25
26 **B. New Suburban Neighborhoods**

27 Residential development greater than ½ mile from Town, Village or
28 Neighborhood centers shall be in the form of New Suburban
29 Neighborhoods. These neighborhoods are intended to be medium density
30 communities comprised of a highly interconnected transportation system
31 including pedestrian, bicycle, and automobile networks. A variety of
32 housing types ranging from 3 to 10 dwelling units per gross acre shall be
33 permitted.

34
35 **C. Conservation Neighborhoods**

36 Residential neighborhoods greater than 1/2 mile from Town, Village or
37 Neighborhood centers with a density less than 2.5 dwelling units per gross
38 acre shall only be permitted as Conservation Neighborhoods.
39 Conservation Neighborhoods are intended to replace typical suburban
40 neighborhoods with a more efficient and environmentally protective
41 development pattern. Conservation Neighborhoods shall be low density,
42 clustered communities with a distinct “edge” consisting of interconnected
43 open space. This open space shall serve to protect and preserve areas of
44 significant natural resources and wildlife habitat while offering passive
45 recreational opportunities to residents. Conservation Neighborhoods shall

1 be required to preserve a minimum of 50% open space. Open space shall
2 be preserved in perpetuity through a conservation easement.

3
4 FLU 5.5.3 Escambia County recognizes the number of pre-existing
5 neighborhoods within the OSP. These neighborhoods range from loosely
6 associated subdivisions of land to historical communities with a strong sense of
7 place. Through the Detailed Specific Area Plan (DSAP) process, residents of
8 existing neighborhoods will be asked to provide input regarding new
9 development within the OSP. In addition, existing neighborhoods will be provided
10 the opportunity to either redevelop or more strongly establish their existence
11 through the use of organizing elements such as signage and designation of a
12 community park or center.

13
14 FLU 5.5.4 To reduce the impacts and costs of transportation and create a
15 neighborhood focal point, the County shall encourage the location of schools,
16 consistent with Chapter 16, Public Schools Facilities Element, within residential
17 neighborhoods or adjacent to centers. Co-location with community parks shall
18 be encouraged.

19
20 FLU 5.5.5 Residential and non-residential construction within the OSP shall
21 promote green building principles intended to reduce overall energy and water
22 consumption.

23 24 **OBJ FLU 5.6 Specific Area Plans**

25
26 **Adopt procedures and guidelines for the development and approval of**
27 **detailed specific area plans.**

28 29 **POLICIES**

30
31 FLU 5.6.1 Development within the OSP shall be subject to the adoption of
32 Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000
33 acres in size and developed in sufficient detail to allow evaluation of the
34 interrelationship of its parts and establish consistency with principles and criteria
35 contained in FLU 5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the
36 Escambia County Board of County Commissioners and found in compliance by
37 the Florida Department of ~~Community Affairs~~ Economic Opportunity, the property
38 in the OSP shall maintain the underlying future land use category (e.g.
39 Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the
40 agricultural, the rural community, the mixed-use low density zonings or the
41 equivalents), except for those projects that are vested.

42
43 All applications for development approvals (i.e. lot splits, special exceptions,
44 variances, etc.) on any property within the OSP shall be reviewed on a case-by-
45 case basis for the effect of such development approval on adopted or future
46 DSAPs and in compliance with the general principles established in FLU Policy

1 5.1.2. At a minimum, development of a DSAP must include the following
2 information:

3
4 **I. DSAP Boundary Determination Analysis**

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

- 8 1. Identification of the extent and location of natural resources.
- 9 2. Identification of the environmental opportunities and constraints to
10 development within the area.
- 11 3. Identification of the net usable land area.
- 12 4. Determination of a maximum development scenario based upon
13 the uses, densities and intensities identified in the Conceptual
14 Long-term Build-out Overlay.
- 15 5. A Jobs-to-housing balance assessment consistent with policy FLU
16 5.3.4 and utilizing a professionally acceptable methodology.
- 17 6. Identification of public facilities and services available to the area;
18 available capacity; potential deficiencies; and an approximation of
19 necessary improvements.

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

42
43 The final boundaries for a DSAP must be approved by Escambia County before
44 initiating a conceptual DSAP as described in Section II below.

1 **II. Conceptual DSAP**

2 The intent of the Conceptual DSAP process is to prepare an initial plan for
3 public review and comment. A Conceptual DSAP shall address the
4 following:

- 5
- 6 1. The location of neighborhoods, centers and regional employment
7 districts generally consistent with the conceptual long-term buildout
8 overlay. For neighborhoods, a computation of density shall be
9 provided along with the permitted uses and proposed lot sizes. For
10 centers, a computation of density and intensity shall be provided,
11 as well as the area and percentage of land use mix consistent with
12 the categories found in FLU 5.5.1. For regional employment
13 districts, a computation of the area, intensity and percentage of
14 land use mix consistent with the categories found in FLU 5.2.1 shall
15 be provided.
 - 16
 - 17 2. Circulation routes for pedestrians, bicycles, transit and automobiles,
18 including consideration for connection with the surrounding area.
19 For each facility to be included in the DSAP, design criteria should
20 be included addressing:
 - 21 • Roadway cross-sections
 - 22 • On street parking (if applicable)
 - 23 • Pedestrian, Bicycle and Transit facilities
 - 24 • Landscape and streetscape standards
 - 25
 - 26 3. Location and size/capacity of major infrastructure components
27 including wastewater, water, re-use water, stormwater and solid
28 waste.
 - 29
 - 30 4. Design criteria proposed for each land use category proposed for
31 the DSAP including, but not limited to:
 - 32 • Typical lot size
 - 33 • Setbacks
 - 34 • Height
 - 35 • Density
 - 36 • Floor Area Ratio (commercial)
 - 37 • Signage
 - 38
 - 39 5. Strategies for the integration of existing development.
 - 40

41 The Conceptual DSAP shall be presented to the public at an information
42 workshop. This workshop is to be advertised in a manner consistent with Chapter
43 4, Public Participation. In addition, each property owner in the DSAP and each
44 property owner within 1,000 feet of the boundary of the DSAP must be notified of
45 the workshop. Substantial compliance with the provisions of this policy regarding
46 the various methods for providing notice shall be sufficient to constitute notice to

1 all affected parties. Comments from the public must be documented and included
2 in a report to Escambia County.

3
4 **III. Preliminary DSAP.**

5 Based on the results of the informational workshop described in Section
6 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this plan
7 shall consist of the following elements:

8
9 1. Statement of the community goals and objectives to be
10 accomplished by the DSAP.

11
12 2. DSAP exhibits including:

13
14 a. A detailed land use plan indicating the distribution, extent
15 and location of future land uses, including the proposed
16 locations for transportation facilities (auto, transit, bike,
17 pedestrian), major community services (water and
18 wastewater plants, fire and police substations, government
19 buildings), neighborhood school(s), parks and any
20 conservation areas.

21
22 b. A detailed public facilities plan identifying regionally
23 significant public facilities, including public facilities outside
24 the jurisdiction of Escambia County, anticipated impacts of
25 future land uses on these facilities and required
26 improvements consistent with Chapter 9J-2, Florida
27 Administrative Code. In addition, this plan shall include the
28 following components:

29
30 i. A transportation analysis consistent with Chapter 9J-
31 2, indicating the general location of all arterial and
32 collector roadways necessary to serve the DSAP,
33 their right-of-way width, and design cross section. It
34 should also address the proposed location of transit
35 routes and the manner in which they can be
36 integrated into the regional transportation system. The
37 general location of all bikeways and pedestrian paths
38 should demonstrate access to all schools, commercial
39 and civic areas from any point in the DSAP. The
40 transportation analysis should be accompanied by a
41 report demonstrating the impact on transportation
42 facilities and documenting the timing and estimated
43 cost for transportation improvements required by
44 development of the DSAP. Prior to initiation of any
45 transportation analysis, the County shall consult with
46 the Florida Department of Transportation (FDOT)

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regarding the analysis methodology in regards to impacts to the Florida Intrastate Highway System (FIHS). Each DSAP shall analyze the cumulative traffic impact of all previously approved DSAPs on the area road network, including the FIHS. Prior to approval of any DSAP, the Florida DOT shall have the opportunity to comment on the traffic analysis in regards to impacts to any State roads.

- ii. A public improvements analysis that identifies the location and size of the water and wastewater systems necessary to support development of the DSAP. The analysis shall address demand, the location and size of plants, major distribution and collection systems, the design performance standards that will be used in the review and approval of all development plans processed for the individual land use categories, the proposed source of funding, and the approximate timing for construction.

- c. A housing analysis addressing the need for affordable and workforce housing within the DSAP, the ability of the DSAP to provide a sustainable balance of housing units to employment opportunities, and potential impact of the proposed plan on existing neighborhoods and infill opportunities throughout the County.

- d. A detailed natural resource analysis that identifies specific measures to assure the protection of regionally significant natural resources and other important resources both within and outside the jurisdiction of Escambia County, including those resources identified in Chapter 9J-2, Florida Administrative Code.

- e. An energy efficiency analysis addressing the ability to reduce greenhouse gas emissions and improve energy efficiency within the DSAP.

- f. A land use need analysis addressing the amount of land necessary to accommodate both the projected population and future employment opportunities and promote sustainable development patterns.

The Preliminary DSAP shall be presented to the public at an informational workshop as per the requirements of Section II.

1 **IV. Final DSAP and Report**

2 Refinements to the Preliminary DSAP documents, based on the
3 informational workshop described in IV, shall be prepared. The resulting
4 Final DSAP shall be submitted to Escambia County for review and
5 approval by the Planning Board and Board of County Commissioners.
6 DSAP's prepared by an individual property owner or other venture must
7 be presented through the County planning staff to the Board of County
8 Commissioners. The DSAP will not be effective until approved by the
9 Escambia County Board of County Commissioners, ~~and found in~~
10 ~~compliance by the Florida Department of Community Affairs.~~

11
12 **V. Changes to an Existing DSAP.**

13 Any addition or deletion of property or changes to the neighborhood,
14 center or district boundaries in an approved DSAP shall ~~be processed as~~
15 ~~an amendment to the Comprehensive Plan, following follow~~ the County's
16 established processes. It shall include an evaluation and analysis of the
17 impacts to the approved or planned land uses and the ability of the
18 proposed amendment to meet the principles and guidelines outlined in this
19 plan. Such additions or deletions shall not be designed to create remnant
20 areas or fragmented DSAPs.

21
22 FLU 5.6.2 Approval of zoning changes shall be based on consistency with the
23 OSP principles and guidelines outlined in FLU 5.1.1-5.5.4. Specifically, such
24 changes shall consider the impact on the overall DSAP in terms of the central
25 focus of the land uses in the DSAP, with higher density in general proximity to
26 Centers.

27
28 FLU 5.6.3 Once a DSAP is adopted by the Board of County Commissioners, all
29 applications for development approval (i.e., lot splits, special exceptions,
30 variances) under the existing zoning shall be evaluated for compatibility with the
31 adopted DSAP.

32
33 FLU 5.6.4 Applications for a comprehensive plan amendment to establish a
34 DSAP shall include an analysis matrix indicating compliance with the specific
35 requirements of Sec. 163.3245, Florida Statutes.

36
37 FLU 5.6.5 OSP design criteria shall be incorporated into the Land Development
38 Code within one year of the adoption of the first DSAP. All development within
39 the boundary of an adopted DSAP shall comply with the OSP design criteria and
40 other applicable provisions of the LDC. Where OSP design criteria conflict with
41 other LDC provisions, the OSP criteria shall govern.

42
43 FLU 5.6.6 Should a development be proposed requiring an amendment to the
44 OSP, which the County Local Planning Agency determines is contrary to the
45 intent of the OSP planning concept and, therefore, should not be exempt from

1 the requirements of Section 380.06 Florida Statutes, the applicant may be
2 required, with concurrence by the ~~FDCA~~FDEO, to be processed as a DRI.

3
4 **OBJ FLU 5.7 Adequate Public Facilities and Services**

5
6 **Adopt procedures and guidelines for the provision of adequate public**
7 **facilities to serve the OSP and subsequent DSAPs.**

8
9 **POLICIES**

10
11 FLU 5.7.1 Each DSAP shall be evaluated to determine whether adequate public
12 facilities and services exist or will be in existence to serve the identified needs of
13 the DSAP.

14
15 FLU 5.7.2 Prior to or in conjunction with the approval of an DSAP by the
16 Escambia Board of County Commissioners, the land for the following public
17 facilities shall be conveyed to Escambia County or a development agreement
18 addressing the timely conveyance of such lands shall be approved by Escambia
19 County.

- 20 • Land for identified schools sites, consistent with Chapter 16,
21 Public Schools Facilities Element.
- 22 • Land for identified parks and recreation facilities
- 23 • Right-of-way for identified collector and arterial roadways
24 necessary to serve the DSAP
- 25 • Land for identified potable water and wastewater treatment
26 facilities
- 27 • Right-of-way for all utilities necessary to serve the DSAP

28
29 FLU 5.7.3 Procedures and guidelines governing the provision of adequate public
30 facilities and services shall not replace or supersede and provisions of the
31 Escambia County concurrency management system.

32
33 **OBJ FLU 5.8 Intergovernmental Coordination**

34
35 **Adopt procedures to ensure intergovernmental coordination to address**
36 **extrajurisdictional impacts.**

37
38 FLU 5.8.1 To provide for intergovernmental coordination to address
39 extrajurisdictional impacts within the jurisdiction of the Florida Department of
40 ~~Community Affairs~~ Economic Opportunity under Chapter 9J-2, F.A.C., the County
41 shall provide to adjacent municipalities and counties, other units of government
42 providing services but not having regulatory authority over the use of land, state
43 and regional regulatory agencies, and the Escambia County School Board,
44 information and copies of appropriate material related to the applications for a
45 DSAP. The material provided shall include information indicating issues of
46 regional significance in the region, or containing regional policies. It shall include

1 material describing planning, permitting or review requirements of state, regional
2 or local significance. It shall also include detailed identification of regionally
3 significant public facilities, including public facilities outside the jurisdiction of
4 Escambia County, anticipated impacts of future land uses on those facilities, and
5 required improvements consistent with Chapter 9J-2, F.A.C. The adjacent
6 municipalities, counties, other units of government and regulatory agencies shall
7 have the opportunity to review and provide comments to the County, to ensure
8 communication and coordination are used to minimize any potential adverse
9 impacts.

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1 **Chapter 8 Mobility Element.**

2

3 The purpose of the Mobility Element, serving as the Transportation Element, is to
4 establish the desired and projected transportation system in Escambia County
5 and to plan for future motorized and non-motorized traffic circulation systems.
6 This element provides guidelines to prepare for and establish an effective multi-
7 modal transportation system.

8

9 **GOAL MOB 1 TRANSPORTATION**

10

11 **Escambia County shall provide a safe, cost-effective and functional**
12 **roadway and transportation system for all residents and visitors to**
13 **Escambia County.**

14

15 **OBJ MOB 1.1 Transportation System**

16

17 **Continue to provide a safe, convenient, efficient and cost-effective**
18 **multimodal transportation system and roadway network for present and**
19 **future residents.**

20

21 **POLICIES**

22

23 **MOB 1.1.1 New Development.** Future developments will pay all costs and
24 construct all roads within the development as well as existing and proposed
25 access roads (internal and external) to Escambia County standards so that the
26 roads, upon construction, may be accepted into Escambia County’s road system.
27 Nothing in this policy shall be interpreted to preclude the County from requiring
28 the development to pay all costs to the County associated with construction of
29 any transportation improvement made necessary by the development.

30

31 **MOB 1.1.2 Level of Service (LOS) Standards.** Levels of Service (LOS) based
32 on annualized p.m. peak hour conditions will be used to evaluate facility capacity
33 and for issuance of development orders. LOS standards for all roadways are
34 hereby established as shown below according to the functional classification of
35 roadways identified on the 2005 Federal Functional Classifications Map. The
36 Mobility Series is attached herein to this ordinance as Exhibit E. The Mobility
37 Series includes the 2005 Federal Functional Classifications Map, the Number of
38 Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian
39 Projects Map, the Transportation Improvement Program FY 2010-2014 Major
40 Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO
41 Long Range Plan (future roadway). The FDOT LOS standards are also used for
42 SIS facilities.

43

Roadway Functional Classification	Annualized P.M. Peak Hour Level of Service Standard
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Florida Intrastate System Roads

Principal Arterial (SIS Rural)	B
Principal Arterial (SIS Urbanized)	C
Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads	
Minor Arterial (Urbanized)	D
Other State and Local Roads	
Principal and Minor Arterial (Rural)	C
Principal and Minor Arterial (Urbanized)	D
Major and Minor Collector (Rural or Urbanized)	E

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MOB 1.1.3 On-site Facilities. All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development. This policy does not apply to residential subdivisions.

MOB 1.1.4 Non-motorized Transportation. All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

MOB 1.1.5 Maintenance and Reconstruction Priorities. Escambia County shall continue its practice of maintaining and/or reconstructing County roads on an “on-going” basis through implementation of the Capital Improvements Program (CIP) and Concurrency Management System. The County shall utilize CIE 1.2.2 together with any cost/benefit analysis, traffic analysis and analysis of the physical condition of the various roadways within the County. Said analyses may be performed by Escambia County or others.

MOB 1.1.6 Participation in Transportation Planning Organization. Escambia County will participate in and cooperate with the preparation of the Florida Alabama Transportation Planning Organization’s (TPO’s) Cost Feasible Plan and will continue its active participation with the TPO to ensure that the TPO recommendations and activities are consistent with this ordinance. In addition, the County will continue to encourage the TPO to request funding for the Florida Department of Transportation (FDOT) by the governor and the legislature.

MOB 1.1.7 Planning for Major Commercial Use. Applications for large-scale commercial development review shall address adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments, promote compatibility and functional relationship of adjacent land uses and provide adequate buffer and landscape requirements. Escambia County shall encourage joint access agreements with adjacent property owners, encourage a mix of land uses that place less traffic intensive land uses adjacent to arterial segments, provide

1 incentives for not platting commercial lots with direct access to arterial segments
2 and apply density bonuses for converting commercial land uses to residential
3 land uses.

4
5 **MOB 1.1.8 Future Transportation Corridors.** Escambia County shall preserve
6 future transportation corridors as identified in the TPO Fiscal year (FY) 2010-
7 2014 Plan Maps MOB 2A-C. The TPO FY 2010-2014 Plan is attached herein to
8 this ordinance as Exhibit F.

9
10 **MOB 1.1.9 Access Management.** Escambia County shall promote access
11 management by limiting the number of conflict points that a motorist experiences
12 during travel; separating conflict points as much as possible when they cannot be
13 eliminated; and control turning movements to facilitate traffic flow on affected
14 roadways.

15
16 **MOB 1.1.10 Commuter Assistance Programs.** Escambia County will support
17 the TPO commuter assistance programs in order to reduce the number of vehicle
18 miles traveled per capita in the community and region.

19
20 **MOB 1.1.11 Cross-Access.** Escambia County will incorporate requirements for
21 cross-access easements and connections for commercial sites in the LDC. The
22 County will prioritize the implementation of this policy based on corridor planning
23 efforts. The regulations will be implemented on private properties along roadways
24 with proper connection spacing and an access management plan.

25
26 **MOB 1.1.12 Ozone Task Force Recommendations.** Escambia County will
27 implement the following recommendations of the 2001 Escambia County Ozone
28 Task Force Report so as to modify peak hour demand and reduce the number of
29 vehicle miles traveled per capita in the community and region.

- 30
31 a. Implement flex work hours (i.e. extended hours, four-day work
32 week) for government employees during peak ozone season June
33 through September).
- 34 b. Provide information about benefits of flex work hours to local
35 industry and encourage use of such programs.
- 36 c. Encourage mixed use development offering sidewalks and
37 bicycle paths.
- 38 d. Accelerate bicycle/pedestrian improvements.
- 39 e. Promote telecommuting and teleconferencing.
- 40

41 **MOB 1.1.13 Safe Routes to School.** Pursuant to Section 1006.23, Florida
42 Statutes, Escambia County, the Escambia County School Board and the
43 Community Traffic Safety Team shall coordinate to prepare a "Safe Routes to
44 School" (SRTS) master plan for each public school, and then implement
45 construction of improvements (e.g., sidewalks, shoulders) to encourage walking
46 to school. SRTS improvements shall be focused to provide priority to
47 improvements within the following radii:

1
2 Elementary School – ½ mile radius
3 Middle and High School – 1 mile radius
4

5 **MOB 1.1.14 Required Bicycle and Pedestrian Facilities.** Escambia County
6 shall, through LDC provisions, require the installation of sidewalks along the
7 street frontage of new development to provide connectivity and utility for existing
8 sidewalks in the vicinity of the development. New development along routes
9 shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and
10 Pedestrian Plan, or the SRTS Plan shall install sidewalks and/or bicycle facilities
11 as specified by those plans for any street frontage of the development that
12 coincides with those routes. New development in proximity to a school shall
13 install sidewalks consistent with policies PSF 1.4.5 and PSF 1.4.6.
14

15 **MOB 1.1.15 Coordination with School District.** Escambia County will
16 coordinate with the Escambia County School District regarding new school siting
17 and needs at existing schools when determining locations for improvements to
18 pedestrian facilities.
19

20 **MOB 1.1.16 Sidewalk Planning Participation.** Escambia County will seek
21 public input from citizens, the School Board of Escambia County and the
22 development community regarding sidewalk needs and priorities.
23

24 **MOB 1.1.17 Intelligent Transportation System.** Escambia County will
25 cooperate with FDOT studies now underway that address intelligent
26 transportation system opportunities to improve system efficiency and enhance
27 safety.
28

29 **MOB 1.1.18 Roadway Improvement Recommendations.** Escambia County will
30 study roadway segments that are estimated to exceed the adopted LOS standard
31 and recommend specific improvements to address deficiencies. Those
32 recommendations will be targeted toward short- and mid-range improvements.
33 These projects will be identified in the County's CIP. The County will continue to
34 work with the TPO to address long range improvements identified in the Cost
35 Feasible Plan and County Transportation Plan.
36

37 **MOB 1.1.19 Interregional and Intrastate Function Protection.** Escambia
38 County will maintain adopted LOS standards on arterial and collector roadways
39 that parallel the State's Strategic Intermodal System (SIS) and Florida Intrastate
40 Highway System (FIHS) to protect the system's interregional and intrastate
41 functions.
42

43 **MOB 1.1.20 Interstate Interchange Additions.** Escambia County shall only
44 promote the construction of additional interchanges on Interstate-10 and
45 Interstate-110 if they protect the system's interregional and intrastate functions.
46

1 MOB 1.1.21 **Interstate Crossing Additions.** Escambia County will work with the
2 TPO to strengthen the local roadway network by providing additional north-south
3 and east-west crossings of Interstate-10 and Interstate-110, thereby protecting
4 the FIHS interregional and intrastate functions.
5

6 MOB 1.1.22 **Road Improvement Funding Partnerships.** Escambia County will
7 pursue partnerships with FDOT, the Federal Highway Administration (FHA) and
8 private development entities to identify potential new revenue streams for
9 roadway improvements and capacity enhancements at both the state and federal
10 levels.
11

12 MOB 1.1.23 **Public-private Partnerships.** Escambia County will consider public-
13 private partnerships (P-3s) as a valid mechanism to obtain transportation funding
14 from additional sources.
15

16 **OBJ MOB 1.2 Transportation Concurrency Exception Areas**

17
18 **Establish Transportation Concurrency Exception Areas (TCEAs) to**
19 **promote and enhance:**
20

- 21 a. Urban redevelopment,
- 22 b. Infill development,
- 23 c. A variety of transportation choices and opportunities
- 24 including automobile, pedestrian, bicycle and transit,
- 25 d. Escambia County's economic viability,
- 26 e. Desirable urban design and form,
- 27 f. A mix of residential and non-residential uses,
- 28 g. Streetscaping/landscaping of roadways within the County,
- 29 and
- 30 h. Pedestrian and bicyclist comfort, safety and convenience.

31
32 **Consistent with Section 163.3180, Florida Statutes, a TCEA**
33 **may be established within areas designated for:**
34

- 35 a. Urban infill development;
- 36 b. Urban redevelopment;
- 37 c. Downtown revitalization;
- 38 d. Urban infill and redevelopment under Section 163.2517,
- 39 Florida Statutes; or
- 40 e. An urban service area that includes lands appropriate for
- 41 compact, contiguous urban development, which does not
- 42 exceed the amount of land needed to accommodate the
- 43 projected population growth at densities consistent with the
- 44 adopted comprehensive plan within the 10-year planning
- 45 period, and which is served or is planned to be served with

1 public facilities and services as provided by the Capital
2 Improvements Element.
3

4 **POLICIES**
5

6 **MOB 1.2.1 TCEAs Established.** The following TCEAs are hereby established,
7 and the TCEA Map is attached herein to this ordinance as Exhibit G:
8

- 9 a. Warrington TCEA - That area coterminous with the area
10 approved in 1995 as the Warrington Redevelopment Area and
11 including the Sunset Avenue Corridor of Navy Point;
12 b. Fairfield Drive TCEA - That area coterminous with the approved
13 Englewood-Ebonwood and Palafox Redevelopment Areas and
14 including a portion of the Brownsville Redevelopment Area.
15

16 The Transportation Concurrency Exception Areas will continue to be reviewed
17 annually to ensure they meet the TCEA requirements; results of this review will
18 be reported in the County's Comprehensive Plan Implementation Annual Report.
19

20 **MOB 1.2.2 LOS Exemptions.** All land uses and development located within the
21 Warrington and Fairfield Drive TCEAs shall be exempted from transportation
22 concurrency for roadway LOS standards. Developments outside of the TCEA
23 that impact roadways within the TCEA shall be required to meet transportation
24 concurrency standards.
25

26 **MOB 1.2.3 Transportation Improvements.** Transportation concurrency
27 exceptions granted within the TCEA shall not relieve development from being
28 required to construct transportation improvements that are required due to traffic
29 safety and/or operating conditions.
30

31 **MOB 1.2.4 TCEA Proportionate Fair Share.** Within the TCEAs, development or
32 redevelopment shall be required to mitigate transportation impacts proportional to
33 those impacts based on trip generation (including all phases) by providing the
34 following:
35

- 36 a. Sidewalk connections from the development to existing and
37 planned public sidewalk along the development frontage.
38 b. Cross-access connections/easements or joint driveways, where
39 available and economically feasible.
40 c. Deeding of land or conveyance of required easements along the
41 property frontage to the County, as needed, for the construction of
42 public sidewalks, bus turn-out facilities, and/or bus shelters. Such
43 deeding or conveyance of required easements, or a portion of
44 same, shall not be required if it would render the property unusable
45 for development. The placement of a bus shelter and related
46 facilities on private property with an appropriate agreement with the

1 County may be used in lieu of deeding or conveyance of
2 easements, if agreeable to the County.

3 d. Closure of existing excessive, duplicative, or unsafe curb cuts or
4 narrowing of overly wide curb cuts at the development site, as
5 defined in the Access Management portion of the LDC.

6 e. Provide safe and convenient on-site pedestrian circulation such
7 as sidewalks and crosswalks connecting buildings and parking
8 areas at the development site.

9 f. Funding of corridor assessments and TCEA mobility studies to
10 ensure goals are maintained.

11
12 **OBJ MOB 1.3 Transportation and Land Use**

13
14 **Assure the continual coordination of land use decisions with the future**
15 **traffic circulation system by coordinating traffic circulation improvements**
16 **with the future land use maps and maintaining consistency between land**
17 **use decisions and traffic circulation system improvements.**

18
19 **POLICIES**

20
21 MOB 1.3.1 **Consistency.** All plans and proposals for development and
22 redevelopment and all land use decisions shall be reviewed for consistency with
23 the Future Land Use Map (FLUM).

24
25 MOB 1.3.2 **Non-motorized Transportation Facilities.** Escambia County shall
26 provide or require the provision of non-motorized transportation facilities to link
27 residential areas with recreational and commercial areas in a safe manner. This
28 may include the construction of sidewalks, bike lanes, installation of signage,
29 striping of roadways, or the like so as to accommodate non-motorized
30 transportation facilities.

31
32 **OBJ MOB 1.4 Coordinated Transportation Planning**

33
34 **Continually coordinate Escambia County's decision-making process with**
35 **the plans and programs of TPO and FDOT.**

36
37 **POLICIES**

38
39 MOB 1.4.1 **TPO Participation.** Escambia County will participate and cooperate
40 with the preparation of the TPO's Cost Feasible Plan. The County's participation
41 will continue to be the provision of representation on the TPO and its several
42 committees, paying its fair share of the cost to operate the TPO, and assuring
43 that projects required within Escambia County are included within the TPO and
44 FDOT plans.

1 MOB 1.4.2 **Regional Priorities.** Escambia County will coordinate with the TPO
2 and FDOT to ensure that regional priorities are included in County decision-
3 making.

4
5 MOB 1.4.3 **Interstate System Improvements.** In cooperation with the TPO and
6 FDOT, Escambia County will support improvements to the federal interstate
7 system located within the County. In addition the County shall support the
8 construction of a new roadway segment that links Interstate- 10 with Interstate-
9 65.

10
11 MOB 1.4.4 **Transportation Improvement Plans.** Escambia County will
12 participate in and review the annual updates of the TPO five-year Transportation
13 Improvement Plan and FDOT five-year Work Program to ensure that activities of
14 the County and the transportation improvement plans of other agencies are
15 consistent.

16
17 **OBJ MOB 1.5 Corridor Preservation**

18
19 **Provide for the protection of existing and future rights-of-way from**
20 **encroachment by including appropriate regulations within the LDC.**

21
22 **POLICIES**

23
24 MOB 1.5.1 **Standard Right-of-way.** Within any Project Development and
25 Environmental Impact study for a capacity improvement project, standard right-
26 of-way shall be considered as follows:

27
28

Major Collectors	80'
Major Arterials	125'
Beltways	300'

29
30
31

32 MOB 1.5.2 **Setback Regulation.** Escambia County shall, through zoning district
33 provisions in the LDC, apply setbacks that will aid in the protection of existing
34 and future rights-of-way, including transportation corridors, from building
35 encroachments.

36
37 MOB 1.5.3 **Density and Intensity Regulation.** Escambia County shall regulate
38 density and intensity within the existing or designated transportation corridor
39 areas that may interfere with right-of-way needs.

40
41 MOB 1.5.4 **Right-of-way Set Aside.** Escambia County may require the set aside
42 of right-of-way necessary to comply with programmed roadway widening or, as
43 necessary, for proposed transportation corridors.

44
45 MOB 1.5.5 **Scenic Roadway Designation.** Because of their unique scenic
46 character and related historic and tourist significance, Scenic Highway (SR-10A)

1 and Perdido Key Drive (SR 292) are designated “scenic roadways.” Parcels
2 adjacent to these rights-of-way shall be the subject of specific sign controls in the
3 LDC.

4
5 **MOB 1.5.6 Proposed Transportation Corridors.** Escambia County shall make
6 efforts to inform the public about the location of proposed transportation
7 corridors. Such proposed transportation corridors are to be initially designated in
8 this section, the adopted TPO’s “Cost Feasible Plan”, the proposed or adopted
9 County Capital Improvement Plan or in any proposed or adopted Development of
10 Regional Impact (DRI) or development plan. Transportation corridor protection
11 regulations shall be incorporated in the LDC.

12
13 The Beulah Expressway is designated as a proposed transportation corridor.
14 Maps and descriptions of the proposed north/south corridor and the east/west
15 connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

16
17 **OBJ MOB 1.6 Automobile Use and Greenhouse Gas Reduction.**

18
19 **Through encouraging compact, mixed and multi-use developments and**
20 **alternative mode transportation strategies Escambia County shall strive to**
21 **reduce average per capita Vehicle Miles Traveled (VMT) within the County,**
22 **overall contributing to a reduction in automobile generated greenhouse**
23 **gas (GHG) emissions, Reducing the County average annual per capita**
24 **Vehicle Miles Traveled (VMT) by 2.0% annually starting in 2010 totaling a**
25 **40% reduction by the year 2030, as compared to the FDOT 2008 baseline.**

26
27 **Escambia Average Annual Per Capita Vehicle Miles Traveled (VMT)**

Year	Target Reductions
2010:	2008 Baseline (10,170 VMT)
2015:	10.0 percent decrease (9,150 VMT)
2020:	20.0 percent decrease (8,140 VMT)
2025:	30.0 percent decrease (7,120 VMT)
2030:	40.0 percent decrease (6,100 VMT)

34
35 **POLICIES**

36
37 **MOB 1.6.1 Funding Research for VMT Reduction.** Escambia County shall
38 seek funding to support advocacy and research regarding VMT reduction,
39 including establishing ongoing VMT modeling and monitoring on a County-wide
40 basis and for development projects.

41
42 **MOB 1.6.2 Vehicle Miles Traveled Reduction Strategies.** Through its Land
43 Development Code, Escambia County shall implement the following
44 transportation and travel mode strategies in a long term effort to reduce average
45 per capita Vehicle Miles Traveled (VMT) within the County:

- 1 a. Require developments of over 200 acres to provide a highly
- 2 interconnected system of complete streets (for pedestrians,
- 3 bicycles and vehicles) to encourage the reduction of automobile
- 4 use, trips and trip lengths.
- 5 b. Require developments of over 200 acres to provide a connected
- 6 network of pedestrian and bicycle facilities to promote biking and
- 7 walking within new developments and redeveloping areas.
- 8 c. Support appropriately located compact, high density mixed-use
- 9 development within the Mid-West Sector Plan Overlay, Mixed-Use
- 10 Urban, Mixed-Use Suburban and Commercial future land use
- 11 districts.
- 12 d. Coordinate with the Florida Department of Transportation to
- 13 improve traffic management on State roads to reduce the
- 14 aggregate time spent at traffic signals.
- 15 e. Provide expedited development review to developments that can
- 16 show, at project build-out, a 20% increased automobile trip internal
- 17 capture using accepted FDOT methodologies or an average annual
- 18 per person VMT that is 20% less than the Escambia County
- 19 average, based upon most recent FDOT data.
- 20

21 **GOAL MOB 2 TRANSIT**

22

23 **Escambia County shall encourage the provision and use of a safe, efficient**

24 **and financially feasible mass transit transportation system, which is**

25 **responsive to community needs, consistent with land use policies, is**

26 **environmentally sound, and promotes economic opportunity and energy**

27 **conservation.**

28

29 **OBJ MOB 2.1 Bus Fleet**

30

31 **Ensure safe and efficient operation of the bus fleet.**

32

33 **POLICIES**

34

35 **MOB 2.1.1 Fleet Replacement.** Escambia County Area Transit (ECAT) shall

36 replace the bus fleet at 10 years or 500,000 miles, as recommended by the

37 Federal Transit Administration. The ECAT Map Series is attached herein to this

38 ordinance as Exhibit H.

39

40 **MOB 2.1.2 Preventative Maintenance.** ECAT shall conduct preventative

41 maintenance of bus fleet according to the preventive maintenance plan.

42

43 **OBJ MOB 2.2 Mass Transit and Growth Patterns**

44

1 **Operate an efficient and accessible fixed route mass transportation service**
2 **in support of the projected growth patterns of the service area while**
3 **maintaining or increasing ECAT's operating ratio.**

4
5 **POLICIES**

6
7 **MOB 2.2.1 Route Modernization.** ECAT shall modernize service from the
8 existing radial route system into a modified grid system to improve efficiency.

9
10 **MOB 2.2.2 Service Area Adjustments.** ECAT shall realign or adjust existing
11 routes to provide service to areas requiring service while at the same time
12 reducing service to lower use areas in order to provide more efficient service to
13 more riders at comparable cost.

14
15 **MOB 2.2.3 LOS Standard.** ECAT shall establish and maintain a mass transit
16 LOS standard as measured by a 60-minute maximum period of wait throughout
17 the current areas and hours of service.

18
19 **MOB 2.2.4 Transportation Development Plan.** ECAT shall consider and/or
20 implement recommendations contained within the current transportation
21 development plan.

22
23 **MOB 2.2.5 Transportation Development Plan Implementation.** Upon
24 completion of the TPO Transit Development Plan Update, Escambia County will
25 amend the comprehensive plan to address (1) the establishment of land use and
26 site design guidelines in public transit corridors, to assure the accessibility of new
27 development to public transit; (2) the establishment of numerical indicators
28 against which the achievement of mobility goals can be measured; and (3)
29 coordination with the Future Land Use element, to encourage land uses that
30 promote public transportation.

31
32 **MOB 2.2.6 Marketing Strategy.** ECAT shall develop marketing strategies to
33 maximize the advertisement program within fiscal constraints.

34
35 **MOB 2.2.7 User Fee/Fare Policy.** ECAT shall develop a fare policy to provide
36 for routing fare increases in order to ensure the transit riders pay a fair share of
37 costs (user fee policy).

38
39 **OBJ MOB 2.3 Annual Review of Transit System**

40
41 **Provide for an efficient and safe transit system for all users.**

42
43 **POLICIES**

44
45 **MOB 2.3.1 Annual Operation Review.** ECAT shall annually review the
46 operation (i.e., bus routes, maintenance procedures, etc.) of the normal mass

1 transit system and the paratransit system to identify and correct deficiencies of
2 those operations.

3
4 **MOB 2.3.2 Annual Facilities Review.** ECAT shall provide for annual review and
5 maintenance of all mass transit and paratransit facilities, with the exception of the
6 bus fleet, to ensure that buildings and other related facilities are in proper
7 working order and are supporting the continued efficiency of the operations.

8
9 **OBJ MOB 2.4 Mass Transit ROW**

10
11 **Designate and protect future mass transit rights-of-way and corridors.**

12
13 **POLICIES**

14
15 **MOB 2.4.1 Consistency Review.** ECAT shall provide for the review of the future
16 mass transit map prior to the issuance of any land use certificate to determine if
17 development would conflict with any existing or future mass transit rights-of-way
18 or corridors as approved by the Board of County Commissioners (BCC).

19
20 **MOB 2.4.2 Special Review Process.** ECAT shall develop a special review and
21 approval mechanism for any land use certificate that is found to be in conflict with
22 existing or future mass transit rights-of-way or corridors approved by the BCC.

23
24 **OBJ MOB 2.5 Handicapped Services**

25
26 **Provide service to the handicapped as required by U.S. Department of**
27 **Transportation Regulation 49 CFR Part 27 and to other transportation**
28 **disadvantaged persons.**

29
30 **POLICIES**

31
32 **MOB 2.5.1 Paratransit System Support.** ECAT shall contract or otherwise
33 provide for the coordinated paratransit system to fulfill the federal requirements
34 for transporting handicapped passengers and shall contract or otherwise provide
35 for the system to fulfill federal requirements for transporting handicapped
36 passengers.

37
38 **MOB 2.5.2 Vehicle Rehabilitation.** ECAT shall provide assistance to the
39 coordinated system by rehabilitating vehicles or other similar programs that will
40 support their efforts.

41
42 **MOB 2.5.3 Service Improvements.** In order to continually improve services,
43 education and individual transit training for disabled passengers and volunteer
44 companions should be provided.

45
46 **GOAL 3 PORTS**

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Escambia County shall advocate and promote the economic viability of port operations in Escambia County consistent with balanced utilization of transportation facilities, natural resources, and available waterfront land.

OBJ MOB 3.1 Port Facilities

Support the operation and expansion as necessary of port facilities through intergovernmental coordination and in a manner consistent with the goals, objectives and policies in the Future Land Use, Coastal Management and Conservation Elements of this plan.

POLICIES

MOB 3.1.1 Coordinated Support. Escambia County shall support continued port operation and/or development coordination with appropriate agencies, both governmental and private, recognizing that port facilities in Escambia County are within the planning jurisdiction of the City of Pensacola.

MOB 3.1.2 Consistency with Plan. Escambia County shall support the activities of port facilities to the extent consistent with the goals, objectives, and policies contained in the Future Land Use, Coastal Management, Conservation, and Mobility Elements.

MOB 3.1.3 Industrial Land Use Designation. Escambia County shall consider port facilities in Escambia County to be water dependent or water related industrial land uses. Any such facilities located within the jurisdiction of Escambia County shall be considered as industrial land uses on the FLUM.

MOB 3.1.4 Port and Navigation Projects. Escambia County shall support projects, which serve to maintain or expand port operations or navigation to the extent that such projects meet all applicable permit requirements and standards, consistent with appropriate objectives and policies in the Future Land Use, Coastal Management and Conservation Elements. The County shall advocate federal and state public works programs and projects that provide funding for such projects.

OBJ MOB 3.2 Access to Port Facilities

Ensure that surface transportation access to port facilities is properly integrated with the traffic circulation portion of this element and with other modes of surface and water transportation.

1 **POLICIES**

2

3 **MOB 3.2.1 Public-Private Coordination.** Escambia County shall coordinate with
4 appropriate public and private sector agencies to provide adequate access to
5 port facilities.

6

7 **MOB 3.2.2 Coordinated Intermodal Transportation.** Escambia County shall
8 encourage and support balanced intermodal management of surface and water
9 transportation through coordination of roadway, rail, and port facilities.

10

11 **OBJ MOB 3.3 Coastal Conservation and Port Services**

12

13 **Promote balanced utilization of coastal areas and resources consistent**
14 **with sound conservation principles and the need for continued provision of**
15 **port services.**

16

17 **POLICIES**

18

19 **MOB 3.3.1 Resource Impact Mitigation.** Escambia County shall coordinate with
20 the City of Pensacola to ensure mitigation of adverse structural and nonstructural
21 impacts upon adjacent natural resources consistent with applicable permit
22 requirements.

23

24 **MOB 3.3.2 Qualified County Support.** Escambia County shall advocate only
25 those port maintenance and expansion projects that meet applicable permit
26 requirements and environmental standards.

27

28 **GOAL MOB 4 AVIATION FACILITIES**

29

30 **Escambia County shall provide public aviation facility services sufficient to**
31 **meet current and future economic development and passenger needs and**
32 **protect naval aviation facilities.**

33

34 **OBJ MOB 4.1 Airport Master Plan**

35

36 **Support the implementation activities set forth in the adopted airport**
37 **master plan for the Pensacola Gulf Coast Regional Airport as directed by**
38 **the BCC.**

39

40

41 **POLICIES**

42

43 **MOB 4.1.1 Coordinated Land Uses.** Escambia County shall coordinate
44 adjacent land uses with the City of Pensacola and the airport master plan to
45 provide development patterns that are compatible with airport development.

46

1 MOB 4.1.2 **Incompatible Development.** Escambia County shall enforce
2 adopted land development regulations that restrict the height, density and
3 intensity of development in areas adjacent to the airport boundaries and clear
4 zones to ensure that incompatible land uses will not be allowed to encroach on
5 airport facilities and hinder airport activities.

6
7 MOB 4.1.3 **County Review.** Escambia County shall review and comment on
8 proposed airport development and/or expansion that may impact the County.

9
10 MOB 4.1.4 **Stormwater Management.** Escambia County shall work with the City
11 of Pensacola and Florida Department of Environmental Protection (FDEP) to
12 ensure that adequate stormwater management techniques are provided for
13 existing and future airport development.

14
15 **OBJ MOB 4.2 Naval Aviation Facilities**

16
17 **Evaluate development proposals for property located within the**
18 **established Airfield Influence Planning District (AIPD) overlays of the**
19 **existing Naval aviation facilities within Escambia County to ensure**
20 **compatibility and to protect airfield facilities from encroachment of**
21 **incompatible land uses. The Naval aviation facilities in Escambia County**
22 **are of significant value to the County, and protecting these important**
23 **economic resources requires the prevention of the development of airfield**
24 **hazards and incompatible land uses.**

25
26 **POLICIES**

27
28 MOB 4.2.1 **Airfield Influence Planning Districts.** To promote an orderly
29 transition and rational organization of land uses, protect the health, safety and
30 welfare of the public, and maintain the mission of the military facilities, Escambia
31 County establishes AIPD overlays over and around each of the military aviation
32 facilities within Escambia County.

33
34 MOB 4.2.2 **Development Plan Review.** The Navy shall designate a
35 representative from NAS Pensacola and from NAS Whiting Field to function as
36 ex officio members of the Escambia County Development Review Committee
37 (DRC). As part of the regular DRC process, the County will forward the weekly
38 DRC agenda to the Navy designee. When a development is proposed within the
39 AIPD overlay areas, the County will include a copy of the submitted development
40 plans. The Navy designee will review the development plans for land use
41 compatibility with the Navy mission in relation to proposed structure height,
42 density and intensity of land use and will submit comments to County staff to be
43 forwarded to the applicant.

44
45 MOB 4.2.3 **Military Representation.** Pursuant to Section 163.3175, Florida
46 Statutes, a representative of the military installations located within Escambia

1 County shall be placed on the Planning Board as an ex officio, nonvoting
2 member. The Navy's Planning Board representative shall coordinate with the
3 Navy Base Commanding Officers to review and comment on all proposed
4 Comprehensive Plan and LDC amendments that would affect the intensity,
5 density or use of the land within the AIPDs. The comments shall address the
6 impacts such proposed Comprehensive Plan or LDC changes may have on the
7 mission of the military installations. They shall include:

- 8
- 9 a. Whether such proposed changes will be incompatible with the
- 10 safety and noise standards contained in the Air Installations
- 11 Compatible Use Zones (AICUZs) study adopted by the military
- 12 installation for that airfield or the AIPD adopted by the County for
- 13 that airfield;
- 14 b. Whether such changes are incompatible with the findings of the
- 15 Joint Land Use Study (JLUS) for the area;
- 16 c. Whether the military installation's mission will be adversely
- 17 affected by the proposed actions of the County.
- 18

19 **MOB 4.2.4 JLUS Amendment.** Needs of the Navy may be identified that require
20 an amendment to the completed JLUS. When a determination is made that such
21 an amendment is desirable, the Commanding Officer is encouraged to provide
22 information concerning any community planning assistance grants that may be
23 available to the County through the Department of Defense, Office of Economic
24 Adjustment.

25

26 **MOB 4.2.5 Interlocal Agreement.** An interlocal agreement to determine the
27 details of the coordination between the Navy and Escambia County shall include,
28 but not be limited to, the individual responsibilities of the County and the Navy;
29 the method by which the Navy will appoint a Planning Board representative; the
30 length of the term of appointment; the details of the coordination required to
31 produce, receive and transmit any Navy comments to the State; establish who
32 will be responsible for forwarding the comments; the method by which the Navy
33 will apprise the County of any available grants and the details to be reported on
34 the Annual Report on Comprehensive Plan Implementation. The Military
35 Interlocal Agreement became effective September 2003.

36

37 **MOB 4.2.6 County-Navy Coordination.** Escambia County shall coordinate with
38 the Navy to effectively regulate land uses in areas covered by the AIPD overlays
39 and the AICUZ to support the Navy's aviation mission while protecting the private
40 property rights of the land owners.

41

42 **MOB 4.2.7 Compliance Monitoring.** Escambia County shall monitor
43 development in the AIPDs for compliance with the JLUS recommendations and
44 AICUZ study requirements. Rezoning to a higher density will be discouraged.
45 The compatibility requirements will be revised as the mission of the military
46 facility changes or removed if the facility closes.

1
2 MOB 4.2.8 **Encroachment Control Planning.** Escambia County shall utilize
3 information provided by the Navy, such as the AICUZ Study Program Procedures
4 and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft
5 Noise Survey, together with the recommendations of the JLUS when developing
6 plans to control the encroachment of incompatible development in the vicinity of
7 Naval Air Station Pensacola and Navy Outlying Landing Fields Saufley and Site
8 8, to ensure protection of each installation's aviation mission.
9

10 MOB 4.2.9 **Infrastructure Impact Report.** A formal information exchange
11 between the County, FDOT, Emerald Coast Utilities Authority (ECUA) and other
12 utility service providers in the area will be established to explore the growth
13 inducing impacts of utility expansion and infrastructure improvements within the
14 AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of
15 the status of the planned utility expansion and infrastructure improvements will
16 be included in the Comprehensive Plan Implementation Annual Report.
17

18 MOB 4.2.10 **Annual Assessment.** Pursuant to Section 163.3191(n) Florida
19 Statutes, and beginning in Fiscal Year 2004/2005, the County shall conduct an
20 annual assessment of the effectiveness of the criteria adopted pursuant to
21 Section 163.3177(6)(a), Florida Statutes, in achieving compatibility with military
22 installations in areas designated as AIPDs. This assessment shall be based on a
23 compilation of data for the calendar year and shall compare the current years'
24 development with the previous years' development relevant to the following in
25 each AIPD:
26

- 27 a. Single-family residential building permits in each AIPD area
28 based on the number of permits issued, and broken down by
29 Accident Potential Zone (APZ) and AIPD area.
- 30 b. Number of residential units (high density) approved and
31 permitted.
- 32 c. Extension of sewer and water lines in the AIPD Overlay areas as
33 reported by ECUA (or relevant potable water distributors).
- 34 d. Number of units approved in preliminary and final subdivision
35 plats.
- 36 e. Number of site plans for commercial projects approved.
- 37 f. Number of communication towers approved.
- 38 g. Number of variances and/or conditional use requests and
39 approvals.
- 40 h. Number of rezoning requests/approvals.
- 41 i. Number of future land use amendments.
42

43 The intent is to measure the increase or decrease in residential development
44 activity within the AIPDs to determine the effectiveness of the measures adopted
45 to control residential density and encourage commercial development, as
46 recommended by the JLUS. The County shall review the collected data to ensure

1 compliance with the intent of the JLUS recommendations. In addition, analysis of
2 the collected data over a period of time will assist in determining what future
3 changes may be required to enhance or improve the County's efforts to control
4 encroachment on the military installations. The reports shall be included in the
5 Annual Comprehensive Plan Implementation Report, and shall be further
6 analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive
7 Plan required every seven years.
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1 **Chapter 9 Housing Element.**

2

3 The purpose of the Housing Element is to provide guidance for the development
4 of safe, sanitary and affordable housing for all residents of Escambia County. In
5 particular, the goals, objectives and policies contained in this element are
6 intended to identify and address current and future deficits in the provision of
7 moderate, low and very-low income housing, group homes, foster care facilities
8 and housing for those with special needs. In addition, this element is intended to
9 provide guidance to public and private sector housing providers, as well as the
10 residents of Escambia County, regarding redevelopment of existing
11 neighborhoods, removal of substandard housing, relocation assistance and
12 critical housing assistance programs.

13

14 **GOAL HOU 1 PROVISION OF HOUSING**

15

16 **Escambia County shall provide safe, sanitary and affordable housing**
17 **for the current and future residents of the County.**

18

19 **OBJ HOU 1.1 Housing Delivery Process**

20

21 **Provide guidance and direction to both the public and private sectors to**
22 **assist in the provision of adequate housing that varies in type, density,**
23 **size, tenure, ownership, cost and location.**

24

25 **POLICIES**

26

27 **HOU 1.1.1 Residential Areas.** The Escambia County Future Land Use Map
28 (FLUM) and Zoning maps shall identify areas suitable for residential development
29 and/or redevelopment.

30

31 **HOU 1.1.2 Site Development Criteria.** The Escambia County Land
32 Development Code (LDC) shall include site development criteria for all housing
33 types including affordable and special needs housing.

34

35 **HOU 1.1.3 Permitting Process.** The LDC shall include an efficient and
36 reasonable permitting process for residential development. This process shall
37 include the use of checklists and referrals to appropriate regulatory agencies.

38

39 **HOU 1.1.4 Adequate Infrastructure.** To assure the sustainability of residential
40 communities, Escambia County shall require new residential development to
41 locate where adequate infrastructure is available.

42

43 **HOU 1.1.5 Mixed-use Development.** Escambia County shall encourage mixed-
44 use development, which places housing within close proximity to nonresidential
45 opportunities such as retail and employment centers.

46

1 HOU 1.1.6 **Ownership Types.** Escambia County shall recognize the need to
2 provide a mix of ownership types, including for-sale and rental units, to meet the
3 diverse needs of County residents.
4

5 HOU 1.1.7 **Housing Types.** Escambia County's Future Land Use Element and
6 LDC shall provide for a mix of housing types including, but not limited to, single-
7 family residential, multi-family residential, mobile and manufactured homes, live-
8 work units, accessory dwellings and other residential types that vary in density,
9 size, cost and location.
10

11 **OBJ HOU 1.2 Affordable Housing**

12
13 **Assure the provision of safe, sanitary and affordable housing for moderate,**
14 **low and very-low income residents.**
15

16 **POLICIES**

17
18 HOU 1.2.1 **Definition.** Escambia County shall define affordable housing as
19 residential dwelling units with monthly rents or mortgage payments (including
20 taxes and insurance) that do not exceed 30 percent of median annual gross
21 income for the following households:
22

- 23 a. Moderate Income Household: 81-120 percent of area median
24 family income
- 25 b. Low Income Household: 51-80 percent of area median income
- 26 c. Very-Low Income Household: 0-50 percent of area median
27 income
28

29 HOU 1.2.2 **Location.** Escambia County shall allow the location of affordable
30 housing in any residential FLUM category provided the housing is compatible
31 with all applicable rules and regulations of the LDC.
32

33 HOU 1.2.3 **Development Types.** Escambia County shall promote affordable
34 housing opportunities by allowing cluster developments, zero-lot line
35 developments, planned unit developments and other types of housing layouts
36 that may reduce the cost of individual dwelling units.
37

38 HOU 1.2.4 **Mobile or Manufactured Home Location.** Escambia County shall
39 designate areas on both the FLUM and Zoning maps that are suitable for the
40 location of mobile or manufactured homes.
41

42 **OBJ HOU 1.3 Special Needs Housing**

43
44 **Ensure adequate housing opportunities are available in residential areas or**
45 **areas of residential character to accommodate citizens with special needs.**
46

1 **POLICIES**

2
3 HOU 1.3.1 **Location Criteria.** The LDC shall include criteria guiding the location
4 of housing for group homes, foster care facilities and households with special
5 needs.

6
7 HOU 1.3.2 **Compatible Zoning.** Escambia County shall allow foster care
8 facilities and group homes, housing six or fewer residents, in any residential
9 zoning category. Group homes, housing seven or more residents, may be
10 located in any medium density, high density or mixed-use category.

11
12 HOU 1.3.3 **Senior Needs.** Escambia County shall encourage the development of
13 accessible and affordable senior housing within close proximity to support
14 services and public infrastructure.

15
16 **OBJ HOU 1.4 Existing Neighborhoods and Redevelopment**

17
18 **Protect the character of existing residential neighborhoods, provide**
19 **opportunities for redevelopment and infill development and reduce the**
20 **number of substandard housing units through the continued**
21 **implementation of structural and aesthetic improvement programs.**

22
23 **POLICIES**

24
25 HOU 1.4.1 **Preservation and Infill.** The LDC shall include standards that
26 maintain existing neighborhood character while allowing compatible infill
27 development.

28
29 HOU 1.4.2 **Regulation Enforcement.** Escambia County shall implement
30 strategies that enhance enforcement of existing regulations (i.e., abandoned
31 property regulations, litter regulations, sign regulations, etc.), which maintain the
32 aesthetics of existing residential areas.

33
34 HOU 1.4.3 **Construction Inspection.** The LDC shall contain provisions for
35 inspection procedures during the construction and reconstruction of residential
36 units.

37
38 HOU 1.4.4 **Improvement Aid.** Escambia County shall continue to allocate loan
39 and grant assistance to moderate, low and very-low income homeowners to aid
40 in the improvement of substandard dwelling units.

41
42 HOU 1.4.5 **Unsafe Building Abatement.** Escambia County shall enforce the
43 Unsafe Building Abatement Ordinance, which requires the removal of housing
44 stock with structural deficiencies.

45

1 HOU 1.4.6 **Substandard Home Removal.** Escambia County shall report
2 annually the number of substandard homes removed as a result of code
3 enforcement actions and Neighborhood Enterprise Foundation, Inc. (NEFI)
4 programs.

5
6 HOU 1.4.7 **Infrastructure Improvements.** Escambia County shall continue its
7 efforts, through the Community Redevelopment Agency (CRA), to complete the
8 activities necessary to improve the infrastructure in specified redevelopment
9 neighborhoods.

10
11 HOU 1.4.8 **Rental Units.** Escambia County shall support the acquisition,
12 rehabilitation and/or development of rental units, by the private sector and local
13 Community Housing Development Organizations (CHDOs), for occupancy by
14 moderate, low and very-low income families meeting the occupancy criteria of
15 Title 24 of the Code of Federal Regulations (CFR), Part 92.

16
17 HOU 1.4.9 **Housing Stock Conservation/Rehabilitation.** Escambia County's
18 housing agencies and the CRA shall continue to administer programs that further
19 the conservation or rehabilitation of existing housing stock.

20
21 **OBJ HOU 1.5 Relocation Assistance**

22
23 **Provide housing assistance, including relocation housing, for persons**
24 **displaced by public programs, projects or housing rehabilitation.**

25
26 **POLICIES**

27
28 HOU 1.5.1 **Grants.** Escambia County shall pursue grants to provide for
29 relocating moderate, low and very-low income persons displaced during the
30 housing rehabilitation process.

31
32 HOU 1.5.2 **County Policy.** Escambia County shall utilize its "Relocation Policy"
33 that was developed in compliance with Public Law 93-383 (The Housing and
34 Community Development Act of 1974) and adopted by the Escambia County
35 Board of County Commissioners (BCC) on November 28, 1988, including any
36 revisions thereto.

37
38 **OBJ HOU 1.6 Housing Programs**

39
40 **Continue implementation of critical housing programs.**

41
42 **POLICIES**

43
44 HOU 1.6.1 **Program Information.** Escambia County shall continue its housing
45 outreach program to assure dissemination of housing information.

46

1 HOU 1.6.2 **Non-discrimination.** Escambia County shall enforce its
2 nondiscrimination policies and provisions so as to ensure access to housing
3 opportunities by all segments of the County's population.
4

5 HOU 1.6.3 **Low-Interest Mortgage Loans.** Escambia County shall cooperate
6 with appropriate local, state and federal agencies to facilitate bond-backed low-
7 interest mortgage loans for home purchase by qualified individuals or families.
8

9 HOU 1.6.4 **Housing Finance Authority.** Escambia County shall participate with
10 the Escambia County Housing Finance Authority (HFA) in the issuance of bonds
11 to provide low interest mortgage loans for home purchases by qualified families.
12

13 HOU 1.6.5 **Neighborhood Enterprise Foundation Reports.** Escambia County
14 shall receive, review and respond to the annual reports produced by NEFI as
15 such reports relate to this comprehensive plan and/or the provision of safe,
16 sanitary and affordable housing for all citizens of Escambia County.
17

18 HOU 1.6.6 **State and Federal Assistance.** Escambia County shall participate in
19 the following programs or any replacement or supplemental programs, which
20 may be developed by state, federal or other appropriate agencies:
21

- 22 a. HUD Section 8 Rental Voucher Program existing housing
- 23 program, for rent supplements to qualified low-income families;
- 24 b. The Community Development Block Grant (CDBG) Program;
- 25 c. The Consolidated Plan pursuant to the Cranston-Gonzalez
- 26 National Affordable Housing Act;
- 27 d. The Home Investments Partnership Program (HOME); and
- 28 e. The State Housing Initiatives Partnership (SHIP) Program,
- 29 among others.
30

31 HOU 1.6.7 **Neighborhood Enterprise Foundation.** Escambia County shall
32 provide assistance, through NEFI to provide affordable homeownership
33 opportunities for moderate, low and very-low income homebuyers.
34

35 HOU 1.6.8 **SHIP Fund Initiatives.** Escambia County shall use SHIP funds to
36 expand and/or enhance ongoing activities designed to develop new affordable
37 housing initiatives conforming to the statutory requirements of Chapter 420,
38 Florida Statutes. Such funds may be used to:
39

- 40 a. Provide local cash match for federal or state housing programs
- 41 such as HOME, Housing Opportunities for People Everywhere
- 42 (HOPE), McKinney Act Programs, Florida Housing Finance
- 43 Corporation (FHFC) programs, etc.;
- 44 b. Provide down-payment assistance, construction subsidies,
- 45 mortgage reduction, mortgage interest rates subsidies, and/or

1 direct mortgage loans to moderate, low and very-low income
2 families;
3 c. Provide appropriately targeted grants and loans in support of
4 moderate and substantial rehabilitation/preservation of substandard
5 housing owned and/or occupied by low and very-low income
6 families;
7 d. Support the availability and enhancement of emergency home
8 repair assistance for low and very-low income families;
9 e. Provide assistance for construction or rehabilitation of housing
10 designed to address families with special needs; and
11 f. Utilize funds to supplement existing and future FHFC, Escambia
12 County HFA, and/or Florida Department of ~~Community Affairs~~
13 ~~(DCA) Economic Opportunity (FDEO)~~ affordable housing projects
14 undertaken for the benefit of lower income families within the
15 County.

16
17 **HOU 1.6.9 County-Private Partnerships.** Escambia County shall seek
18 partnerships with private and non-profit organizations in an effort to improve
19 coordination among participants involved in housing production and delivery. In
20 particular, the County shall continue its partnerships with nonprofit housing
21 providers such as Community Enterprise Investments, Inc., Circle Inc. and
22 Habitat for Humanity.

23
24 **HOU 1.6.10 County-City Partnerships.** Escambia County, in partnership with
25 the City of Pensacola, shall ensure the continued administration of the HUD
26 Section 8 Rental Voucher Program, intended to aid eligible families and
27 individuals in acquiring safe, sanitary and affordable housing.

28
29 **HOU 1.6.11 Florida Housing Coalition.** Escambia County shall participate with
30 the Florida Housing Coalition (FHC) so as to provide opportunities for low cost
31 home ownership for families meeting eligibility requirements.

32
33 **OBJ HOU 1.7 Data and Monitoring**

34
35 **Escambia County shall continually monitor the success of its housing**
36 **objectives and policies.**

37
38 **POLICIES**

39
40 **HOU 1.7.1 Housing Inventory.** Escambia County shall collect housing inventory
41 data every five years during the update to the individual CRA plans.

42
43 **HOU 1.7.2 Special Needs Housing.** Escambia County shall update inventories
44 of providers of special needs housing (group and foster homes, facilities for the
45 homeless, etc.) on an annual basis, including quantity and location.

1 HOU 1.7.3 **EAR Housing Review.** Escambia County shall review its regulatory
2 and permitting process and evaluate changes necessary to improve the public
3 and private sector housing delivery process. The review shall be concurrent with
4 state-mandated Evaluation and Appraisal Reports (EARs). During each review,
5 opportunities for involvement of the County with private sector providers shall be
6 analyzed.

7
8 HOU 1.7.4 **Annual Housing Review.** Escambia County shall examine its
9 housing needs and implementation activities annually so as to maintain up-to-
10 date information on the housing delivery process program and the success of
11 prior activities.

12
13 **OBJ HOU 1.8 Energy Efficient Housing.**

14
15 **Escambia County shall encourage energy efficiency in the design and**
16 **construction of new residential housing.**

17
18 **POLICIES**

19
20 HOU 1.8.1 **Energy Efficient Incentive Programs.** The County, by 2012, shall
21 develop an incentive program to encourage residential construction that meets
22 the energy efficiency criteria of the United States Green Building Council
23 (USGBC) Leadership in Energy and Environmental Design (LEED) rating
24 systems, Florida Green Building Coalition (FGBC) certification, US
25 Environmental Protection Agency (EPA) Energy Star program, or a similar third-
26 party green building certification. The incentive program may include educational
27 materials, expedited permitting, and/or public recognition.

28
29 HOU 1.8.2 **No Prohibition for Energy Conservation.** The County shall not
30 prohibit the use of energy-efficient or alternative-energy practices for residences,
31 such as photovoltaic panels, passive solar orientation of buildings, or strategic
32 placement of landscaping materials to reduce energy consumption.

33
34 HOU 1.8.3 **Energy Efficiency Enforcement.** The County shall continue to
35 enforce the minimum energy efficiency requirements of the Florida Building
36 Code.

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1 **Chapter 10 Infrastructure Element.**

2
3 The purpose of the Infrastructure Element is to provide guidance in the provision
4 of services necessary to accommodate existing and future development in a way
5 that is environmentally sensitive, efficient, and cost-effective. Included within this
6 Element are goals, objectives and policies regarding potable water provision,
7 wastewater treatment, solid waste disposal, stormwater management and aquifer
8 protection. The adequate provision of these services is intended to promote
9 orderly growth within areas best suited to accommodate development, protect
10 sensitive natural resource systems and rural and agricultural areas, and preserve
11 the public health, safety, and general welfare of Escambia County's citizens.

12
13 **GOAL INF 1 WASTEWATER**

14
15 **Escambia County shall ensure the provision of environmentally safe and**
16 **efficient wastewater collection, treatment, and disposal concurrent with the**
17 **demand for such services.**

18
19 **OBJ INF 1.1 Provision of Wastewater Service**

20
21 **Ensure the safe and efficient provision of wastewater services through**
22 **coordination with service providers, maximized use of existing facilities,**
23 **maintenance of appropriate levels of service, correction of existing**
24 **deficiencies and protection of natural resources.**

25
26 **POLICIES**

27
28 **INF 1.1.1 Service Agreements.** Wastewater service shall be provided at
29 established levels of service within Escambia County consistent with the
30 Interlocal Agreement between the County and the Emerald Coast Utility Authority
31 (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of
32 Florida, and agreements with other wastewater providers.

33
34 **INF 1.1.2 Provider Consistency with Plan.** Escambia County shall coordinate
35 with ECUA and other providers relative to their capital improvements and
36 program formulation to assure consistency with this Comprehensive Plan.

37
38 **INF 1.1.3 Effluent Disposal.** Escambia County shall cooperate with and assist
39 appropriate regulatory agencies and central sewer systems to provide for
40 additional techniques and methods for effluent disposal so as to improve the
41 ability of ECUA (and other providers) to obtain the requisite permits for treatment
42 upgrades and capacity expansions as they become necessary.

43
44 **INF 1.1.4 Required Septic Tank Retirement.** Escambia County shall, in
45 coordination with the Escambia County Health Department and wastewater
46 service providers, require all onsite sewage treatment and disposal system (i.e.,

1 septic tank) users to connect to an available central sewer system within the
2 times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall
3 also be as defined in Florida Statutes.

4
5 **INF 1.1.5 Service Location Principles.** Public wastewater services shall be
6 located in a manner that minimizes their cost and negative impacts on the natural
7 environment and maximizes their efficiency. Escambia County will cooperate,
8 assist, and encourage the service providers to provide wastewater service within
9 the urbanized areas, and to limit extensions of wastewater infrastructure into
10 rural areas.

11
12 **INF 1.1.6 Package Treatment Plants.** Escambia County shall encourage
13 owners of package treatment plants not in compliance with Florida Department of
14 Environmental Protection (FDEP) permit requirements to connect their systems
15 to the ECUA regional system where available. Package plants will be permitted
16 in rural areas when such plants are necessary to protect the health and safety of
17 citizens or to preserve important resources.

18
19 **INF 1.1.7 Coordination on System Expansions.** Escambia County shall
20 coordinate with ECUA and other wastewater service providers on the extensions
21 of sanitary sewer collection lines and the siting or increase in capacity of
22 wastewater treatment facilities to meet future needs.

23
24 **INF 1.1.8 Concurrency Management.** Escambia County shall ensure the
25 maintenance of Level of Service (LOS) standards through implementation of the
26 County's Concurrency Management System and consistency with the Capital
27 Improvements Element.

28
29 **INF 1.1.9 Level of Service (LOS) Standards.** Average LOS standard for
30 wastewater service shall be 210 gallons per residential connection per day and
31 the peak LOS shall be 350 gallons per residential connection per day. For
32 nonresidential uses, the LOS requirements shall be based upon an Equivalent
33 Residential Connection (ERC), as may be recalculated by the service provider
34 from time to time, and on the size of the nonresidential water meter. Escambia
35 County shall continue to work with the water providers to ensure adequate
36 capacity is available.

37
38 **INF 1.1.10 Facility Funding.** The construction, maintenance and operation of
39 facilities will be the responsibility of ECUA or other service providers and funded
40 by user fees, special assessments, developer contributions and state or federal
41 grants or other means. Escambia County may consider additional funding
42 mechanisms as appropriate.

43
44 **INF 1.1.11 LOS Monitoring.** Escambia County shall monitor development to
45 ensure that the LOS standards are maintained concurrent with development,
46 consistent with the Capital Improvements Element.

1
2 **INF 1.1.12 LOS Evaluation and Revision.** By December 2011, Escambia
3 County shall develop a report evaluating the current Level of Service standard for
4 wastewater service provision. This report shall examine alternative LOS
5 standards and establish a five-year plan to achieve and maintain a LOS that is
6 sufficient to meet the County's projected needs. Upon completion of this report,
7 recommendations for revisions to adopted LOS standards and other related
8 policies identified within this report shall be adopted as amendments to the
9 Escambia County Comprehensive Plan within 18 months. The LOS will be
10 maintained before, during and after study period. The purpose of the proposed
11 study is to evaluate and, if necessary, revise the current LOS standards for
12 potable water and wastewater.

13
14 **INF 1.1.13 Required New Service Connection.** All new structures intended for
15 human occupancy shall connect to the ECUA wastewater system unless ECUA
16 has determined that it is not feasible to provide wastewater service to the
17 proposed structures. Those structures not required to connect to the ECUA
18 wastewater system shall not be issued a building permit until the applicant has
19 obtained the appropriate permit from the Health Department.

20
21 **GOAL INF 2 SOLID WASTE**

22
23 **Escambia County shall ensure the provision of environmentally safe and**
24 **cost effective solid waste collection and disposal concurrent with the**
25 **demand for such services.**

26
27 **OBJ INF 2.1 Provisions of Solid Waste Services**

28
29 **Ensure the safe and efficient provision of solid waste services through**
30 **coordination with service providers, maximized use of existing landfill**
31 **facilities, maintenance of appropriate levels of service, promotion of**
32 **recycling and reuse, and protection of natural resources.**

33
34 **POLICIES**

35
36 **INF 2.1.1 Facility Funding.** The construction, maintenance, and operation of
37 solid waste facilities will be funded by user fees.

38
39 **INF 2.1.2 Perdido Landfill Operation.** Escambia County shall provide and
40 operate the Perdido Landfill so as to accommodate the municipal solid waste
41 disposal needs of the entire County.

42
43 **INF 2.1.3 Perdido Landfill Expansion.** Escambia County shall acquire property
44 adjacent to the Perdido Landfill so as to accommodate the long-term expansion
45 of the facility and provide solid waste disposal capacity for future generations.

46

1 INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste
2 disposal shall be 6 pounds per capita per day.

3
4 INF 2.1.5 **Concurrency Management.** Escambia County shall continuously
5 monitor growth and development to ensure that the LOS standard is maintained
6 concurrent with development, consistent with the Capital Improvements Element.

7
8 INF 2.1.6 **LOS Evaluation and Revision.** By December 2011, Escambia County
9 shall develop a report evaluating the current LOS standard for solid waste
10 service provision. This report shall examine alternative LOS standards and
11 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet
12 the County's projected needs. Upon completion of this report, recommendations
13 for revisions to adopted LOS standards and other related policies identified within
14 this report shall be adopted as amendments to the Escambia County
15 Comprehensive Plan within 18 months.

16
17 INF 2.1.7 **Recycling Program.** Escambia County shall cooperate with ECUA,
18 franchised haulers and other entities involved in the collection or generation of
19 solid waste and recycling of waste products, in the continued development and
20 implementation of a recycling program within the County. It is the goal of
21 Escambia County to comply with the statewide goal of reducing the amount of
22 recyclable solid waste disposed of in waste management facilities, landfills or
23 incineration facilities by at least 75 percent by 2020.

24
25 INF 2.1.8 **Recycling Education.** Escambia County shall continue its public
26 education and information campaigns aimed at informing the general public and
27 specific solid waste generators of the benefits of recycling and other techniques
28 designed to improve the useful life of the municipal solid waste management
29 facilities within the County.

30
31 **GOAL INF 3 STORMWATER MANAGEMENT**

32
33 **Escambia County shall ensure the provision of environmentally safe and**
34 **efficient stormwater management concurrent with the demand for such**
35 **services.**

36
37 **OBJ INF 3.1 Provision of Stormwater Management**

38
39 **Ensure the safe and efficient provision of stormwater management through**
40 **maximized use of existing facilities, maintenance of appropriate levels of**
41 **service, correction of existing deficiencies and protection of natural**
42 **resources.**

43
44
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1 **POLICIES**

2
3 INF 3.1.1 **Existing Deficiencies.** Escambia County shall not issue development
4 permits for projects, which fail to meet the design and performance criteria for
5 correcting existing deficiencies.

6
7 INF 3.1.2 **County System Improvements.** Escambia County shall continue its
8 practice of enhancing localized and regional drainage systems to increase the
9 LOS associated with development prior to current stormwater management
10 requirements.

11
12 INF 3.1.3 **Maintenance and Inspection.** Escambia County shall continue its
13 periodic inspection and maintenance program of stormwater control structures to
14 insure the proper functioning of such structures.

15
16 INF 3.1.4 **Stormwater Management Enforcement.** Escambia County shall
17 continue enforcement of its stormwater management ordinance, consistent with
18 the Capital Improvements Element and in cooperation with the municipalities and
19 regulatory agencies, pursuant to the detailed guidance provided by Escambia
20 County's stormwater management plan.

21
22 INF 3.1.5 **Vegetated Drainage Swales.** Where soil conditions permit, Escambia
23 County may allow the use of vegetated swales on all new roadways and
24 drainage rights-of-way.

25
26 INF 3.1.6 **Facility Improvement Planning.** Escambia County shall utilize the
27 best available information contained in the 1994 Stormwater Management Plan
28 and its subsequent updates to assist in the planning of capital stormwater
29 projects. The goal of the project planning shall be to retrofit existing areas of the
30 County to as near to current stormwater levels of service as possible. Updated
31 information shall be added to the stormwater management plan as funding
32 allows, to support development and allow planning staff to plan for the future and
33 minimize or eliminate facility deficiencies.

34
35 INF 3.1.7 **Concurrency Management.** Escambia County shall ensure the
36 provision of stormwater management facilities concurrent with the demand for
37 such facilities as created by development or redevelopment through
38 implementation of the Concurrency Management System.

39
40 INF 3.1.8 **Developer Responsibilities.** Installation of stormwater management
41 facilities made necessary by new development shall be the responsibility of the
42 developer.

43
44 INF 3.1.9 **Level of Service (LOS) Standards.** Stormwater management LOS
45 standards shall be considered met if the application includes a stormwater
46 management plan certified by a registered and licensed professional engineer

1 documenting the project's design, and subsequent construction is in compliance
2 with the adopted LOS standard and such plan has been reviewed, inspected and
3 approved by the County Engineer or designee. The minimum standards to be
4 certified are:

5
6 a. The post development run-off rate shall not exceed the pre-
7 development run-off rate for a 25-year storm event, up to and
8 including an event with greatest intensity. However, the County
9 Engineer may reduce detention/retention storage requirements for
10 developments that provide a direct discharge of treated stormwater
11 to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido
12 Bay.

13 b. Compliance with environmental resource permitting and other
14 stormwater design and performance standards of the Florida
15 Department of Environmental Protection and Northwest Florida
16 Water Management District as prescribed in the Florida
17 Administrative Code.

18 c. The contribution of the new development to any existing,
19 functioning area-wide drainage system shall not degrade the ability
20 of the area-wide system to adequately retain/detain/store and
21 control stormwater run-off.

22 d. The design and construction for all major channels of stormwater
23 systems under arterial and collector roads shall be predicated
24 upon, and designed to control stormwater from, at least a 100-year
25 storm event.

26
27 **INF 3.1.10 Natural Drainage Features.** Existing functioning drainage features
28 shall be utilized whenever sufficient capacity is available within such features.
29 Utilization of natural drainage features shall be required when such use does not
30 impact sensitive natural resources. The Land Development Code (LDC) shall
31 include land use regulations that require site specific development plans to
32 protect natural drainage features and incorporate such features into the site
33 planning and development process.

34
35 **INF 3.1.11 Untreated Stormwater.** Channeling untreated run-off directly into
36 receiving waters shall be prohibited. Thus, no new "direct" discharge of untreated
37 stormwater shall be permitted. Note: For the purposes of this plan, adequate
38 vegetative filtration of sheet flow from pervious surfaces may be considered
39 "treatment".

40 **GOAL INF 4 POTABLE WATER**

41
42
43 **Escambia County shall ensure provision of environmentally safe and**
44 **efficient potable water procurement, treatment and distribution concurrent**
45 **with the demand for such services.**
46

1 **OBJ INF 4.1 Provision of Potable Water Service**

2
3 **Ensure the safe and efficient provision of potable water services through**
4 **coordination with service providers, maximized use of existing facilities,**
5 **maintenance of appropriate levels of service, correction of existing**
6 **deficiencies, water conservation and protection of natural resources.**

7
8 **POLICIES**

9
10 **INF 4.1.1 Service Agreements.** Potable water service shall be provided at
11 established levels of service within Escambia County consistent with the
12 Interlocal Agreement between the County and ECUA, the Escambia County
13 Utilities Authority Act and franchise agreements between Escambia County and
14 other water service providers that were in operation on August 1, 1981.

15
16 **INF 4.1.2 Cooperation with Service Providers.** Escambia County shall
17 cooperate with the various water service providers to provide for the timely and
18 efficient provision of potable water facilities or to correct facility deficiencies.

19
20 **INF 4.1.3 Existing Facility Utilization.** The LDC shall contain provisions,
21 regulations and incentives to encourage new development to utilize existing
22 potable water facilities and systems to serve the needs of the development.

23
24 **INF 4.1.4 Concurrency Management.** Escambia County shall ensure the
25 provision of potable water facilities concurrent with the demand for such facilities,
26 but no later than the certificate of occupancy, as created by development or
27 redevelopment through implementation of the Concurrency Management
28 System.

29
30 **INF 4.1.5 Facility Funding.** All costs for potable water facilities shall be the
31 responsibility of the service providers and shall be funded by user fees, special
32 assessments, developer contributions and state or federal grants or other means.
33 Escambia County may consider additional funding mechanisms as appropriate.

34
35 **INF 4.1.6 Developer Responsibility.** The cost of water line extensions made
36 necessary by new development shall be the responsibility of the developer
37 unless otherwise funded by the service provider.

38
39 **INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable
40 water service within Escambia County shall be 250 gallons per residential
41 connection per day. For non-residential uses, the LOS requirements shall be
42 based upon an Equivalent Residential Connection (ERC) to be calculated by the
43 service provider at the time of application. Escambia County shall continue to
44 work with the water providers to ensure adequate capacity is available.
45

1 **INF 4.1.8 LOS Compliance Agreements.** Escambia County shall implement the
2 Interlocal Agreement between Escambia County and the ECUA, and shall
3 execute agreements with the other entities providing water service in the
4 unincorporated areas of Escambia County, to establish procedures for assurance
5 of compliance with LOS standards.

6
7 **INF 4.1.9 LOS Evaluation and Revision.** By December 2011, Escambia County
8 shall develop a report evaluating the current LOS standard for potable water
9 service provision. This report shall examine alternative LOS standards and
10 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet
11 the County's projected needs. Upon completion of this report, recommendations
12 for revisions to adopted LOS standards and other related policies identified within
13 this report shall be adopted as amendments to the Escambia County
14 Comprehensive Plan within 18 months.

15
16 **INF 4.1.10 Conservation and Monitoring.** Escambia County shall promote
17 conservation of potable water resources and periodically monitor per capita water
18 consumption to confirm decreases over the planning time frame.

19
20 **INF 4.1.11 Mandated Conservation Measures.** Escambia County shall require
21 compliance with all state and federal mandated water conservation measures.

22
23 **INF 4.1.12 Area of Water Resource Concern.** An area of water resources
24 concern may be established by the Northwest Florida Water Management District
25 (NFWFMD) to protect the area's water resources from depletion, salt water
26 intrusion, or contamination, or from any other activity, which may substantially
27 affect the quality or quantity of the area's water resources. Within such area, the
28 NFWFMD may establish lower permit thresholds, maximum and minimum
29 levels, and stipulate any limiting conditions as necessary to monitor, manage,
30 and control the use of water. Escambia County shall cooperate with the
31 NFWFMD in its enforcement of regulations if an area of water resources
32 concern is established within Escambia County.

33
34 **INF 4.1.13 Additional Conservation Opportunities.** Escambia County shall
35 implement water conservation measures for County owned and operated
36 facilities. These measures may include, but not be limited to, the use of
37 reclaimed water for irrigation and the use of drought tolerant landscaping. In
38 addition, the County shall explore opportunities for establishing and coordinating
39 water conservation programs with local potable water providers.

40
41 **GOAL INF 5 AQUIFER RECHARGE PROTECTION**

42
43 **Escambia County shall protect and provide for the rainfall recharge of the**
44 **sand and gravel aquifer, the principal source of the County's potable water.**
45
46

1 **OBJ INF 5.1 Aquifer Protection**

2
3 **Utilize LDC provisions, state funding, aquifer modeling, and other tools and**
4 **resources to safeguard the long-term integrity of the sand and gravel**
5 **aquifer.**

6
7 **POLICIES**

8
9 **INF 5.1.1 Groundwater Recharge Protection.** Escambia County shall, through
10 LDC provisions, protect groundwater recharge quantity and quality by regulating
11 lot coverage, extent of impervious surfaces, land uses, open space and
12 stormwater management throughout the County.

13
14 **INF 5.1.2 Abandoned Wells.** Escambia County shall cooperate with the
15 NFWFMD to obtain state funding for an abandoned well plugging program,
16 including requests to the legislature to fund the program. Further, Escambia
17 County and its officials shall notify the NFWFMD anytime information becomes
18 available to the County regarding the location, or possible location, of an
19 abandoned well. County officials shall immediately communicate the location of
20 any abandoned well to the NFWFMD so that the district may initiate appropriate
21 actions.

22
23 **INF 5.1.3 Wellhead Protection.** Wellhead protection zones shall be located
24 based in part upon the most current NFWFMD three-dimensional sand and
25 gravel aquifer computer model. Compliance with design and performance
26 standards pursuant to Chapter 62.532 Florida Administrative Code, is required to
27 adopt FDEP minimum wellhead protection standards. The Potable Wells
28 Wellhead Protection Areas Map is attached herein to this ordinance as Exhibit I.

29
30 **INF 5.1.4 Cooperation.** Escambia County shall cooperate with ECUA, the City of
31 Pensacola and the NFWFMD in the use and application of the three-dimensional
32 sand and gravel aquifer computer model and use the results of the model in the
33 protection of public potable water wells and wellfields. The method of cooperation
34 between Escambia County and the other agencies will be embodied within an
35 Interlocal Agreement.

36
37 **INF 5.1.5 Development Review.** Escambia County shall employ the three-
38 dimensional sand and gravel aquifer computer model in reviewing applications
39 for development approval in areas with public potable water system wells as
40 defined by statute.

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1 **Chapter 11 Coastal Management Element.**

2

3 The purpose of the Coastal Management Element is to address both the natural
4 hazards and the natural resources particular to Escambia County as a coastal
5 county. The element establishes the necessary protection from hazards, including
6 limiting public expenditures that subsidize development in areas subject to natural
7 disasters. Additionally, the element ensures an orderly and balanced utilization of
8 coastal zone resources that conserves and restores their quality.

9

10 **GOAL COA 1 HAZARD MITIGATION**

11

12 **Escambia County shall reduce the exposure of people and property to**
13 **natural hazards and limit public expenditures in coastal areas subject to**
14 **destruction by natural disaster.**

15

16 **OBJ COA 1.1 General Hazard Mitigation**

17

18 **Reduce the exposure of people and property to natural hazards.**

19

20 **POLICIES**

21

22 COA 1.1.1 **Building Code.** Escambia County shall, through adoption of the
23 Florida Building Code, regulate the construction, alteration, use, maintenance
24 and other aspects of buildings and structures to minimize the exposure to wind,
25 flood, fire and other hazards.

26

27 COA 1.1.2 **Flood Hazard Maps.** Escambia County shall, through Land
28 Development Code (LDC) provisions and adoption of the County Flood
29 Insurance Study with accompanying Flood Insurance Rate Maps, regulate land
30 use and development within areas of special flood hazard identified by the
31 Federal Emergency Management Agency (FEMA).

32

33 COA 1.1.3 **Flood Elevation.** Escambia County shall, as supported by federal
34 emergency management regulations (Title 44, Code of Federal Regulations
35 (CFR) 60.1) and the County's experience of significant flood hazard events,
36 require additional height above the base flood elevation to more effectively
37 reduce the exposure of people and property to losses from flood hazards.

38

39 COA 1.1.4 **Beach and Dune Systems.** The County shall protect and enhance
40 the primary dune system. The LDC shall contain provisions requiring dune
41 protection and shall specifically require the planting of sea oats by new
42 development in primary dune areas. dune enhancement projects shall through
43 the local hazard mitigation strategy. Dune enhancement projects may include the
44 planting of native salt tolerant dune vegetation, installation of sand fences,
45 beach/dune renourishment, and other similar activities that assure the existence,
46 integrity and function of dunes.

1
2 COA 1.1.5 **Stormwater Management.** Escambia County shall, through LDC
3 provisions and periodic drainage basin studies, improve existing public
4 stormwater management systems and assure the provision of adequate drainage
5 facilities concurrent with the demand for such facilities to reduce the exposure of
6 people and property to flood hazards.

7
8 COA 1.1.6 **Wastewater Systems.** Escambia County shall, through LDC
9 provisions and coordination with sanitary sewer providers, expand
10 environmentally safe and efficient wastewater collection, treatment and disposal
11 systems, especially in developed areas where elimination of septic tanks may
12 improve public health and safety through reduced contamination of surface water
13 and groundwater resources.

14
15 COA 1.1.7 **Future Land Use and Zoning.** Escambia County shall, through
16 Future Land Use categories, zoning districts, and LDC provisions, regulate land
17 use and development to reduce the exposure of people and property to natural
18 hazards.

19
20 COA 1.1.8 **Mitigation Strategy.** Escambia County shall, particularly through the
21 Local Mitigation Strategy (LMS), coordinate with other local and regional
22 governing and regulating authorities, private and civic organizations, and others
23 with interest in mitigation strategies and initiatives, to reduce the exposure of
24 people and property to natural hazards.

25
26 COA 1.1.9 **Emergency Management.** Escambia County shall update and
27 implement its Comprehensive Emergency Management Plan, utilizing best
28 available information and data, including recommendations and guidance
29 provided in the Northwest Florida Hurricane Study (U.S. Army Corps of
30 Engineers, July 1999), the Escambia County Hurricane Evacuation Clearance
31 Time Model prepared by PBS&J, subsequent revisions to these, and other
32 appropriate sources as they become available.

33
34 COA 1.1.10 **Report Recommendations.** Escambia County shall incorporate
35 recommendations from various interagency hazard mitigation reports, as
36 practical.

37
38 **OBJ COA 1.2 Coastal High-Hazard Area**

39
40 **Direct population concentrations away from coastal high-hazard areas,**
41 **limiting development within those areas and any public expenditure that**
42 **subsidizes development there.**

43
44
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46

1 **POLICIES**

2
3 COA 1.2.1 **Establishment and Adoption.** The Coastal High-Hazard Area
4 (CHHA) of Escambia County shall be established as “the area below the
5 elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and
6 Overland Surges from Hurricane (SLOSH) computerized storm surge model.”
7 Escambia County adopted the Coastal High-Hazard Area Map as the delineation
8 of the CHHA and will use the most current SLOSH model to maintain the map.
9 The CHHA Map is attached herein to this ordinance as Exhibit J.

10
11 COA 1.2.2 **Expenditure Limits.** Public expenditures within the CHHA shall be
12 limited to the provision or support of recreation uses (i.e., parks), improvements
13 required to increase public beach access, erosion control devices and
14 infrastructure necessary to correct pre-existing deficiencies.

15
16 COA 1.2.3 **Facilities Criteria.** Escambia County shall not place new public
17 facilities within the CHHA unless the following criteria are met:

- 18
19 a. The facility is necessary to protect human lives or preserve
20 important natural resources; and
21 b. The service provided by the facility cannot be provided at
22 another location outside the CHHA; and
23 c. The facility is designed to provide the minimum capacity
24 necessary to meet Level of Service (LOS) standards for its service
25 area and its sizing is consistent with the densities and intensities
26 reflected on the future land use map.

27
28 COA 1.2.4 **Infrastructure Inventory.** Escambia County shall maintain an
29 inventory of infrastructure located within the CHHA. The 1995 report on coastal
30 infrastructure shall be updated annually. The Comprehensive Plan
31 Implementation Committee shall produce a report for consideration by the
32 Escambia County Board of County Commissioners (BCC) that presents
33 opportunities to relocate or replace such infrastructure.

34
35 COA 1.2.5 **Prohibited Uses.** Escambia County shall, through LDC provisions,
36 prohibit the location of new group homes, nursing homes, or other uses that have
37 special evacuation requirements in the CHHA.

38
39 COA 1.2.6 **Mobile Home Development.** The Escambia County shall, through
40 LDC provisions, not allow new mobile home developments within the CHHA.

41
42 COA 1.2.7 **Post-disaster Assessment.** Escambia County staff shall, as part of
43 the post-disaster review of a hurricane or other major storm event, reassess the
44 current and future populations within the CHHA and provide recommendations to
45 the BCC within 12 months of the storm event.

46

1 **OBJ COA 1.3 Population Evacuation**

2
3 **Maintain the capability to promptly and safely evacuate people from hazard**
4 **prone areas in the event of an impending hurricane or other natural**
5 **disaster.**

6
7 **POLICIES**

8
9 COA 1.3.1 **Evacuation Zones.** Escambia County shall establish and maintain
10 hurricane evacuation zones based on storm intensity categories.

11
12 COA 1.3.2 **Infrastructure Improvements.** Escambia County shall, by ordinance,
13 provide for funding sources for infrastructure improvements necessary to meet
14 hurricane evacuation standards including, but not limited to, the creation of tax
15 increment financing districts. Following the adoption of any such ordinance, the
16 Five-Year Schedule of Capital Improvements shall be amended to identify the tax
17 increment, or other financing funds allocated and available for each infrastructure
18 improvement. The identification and availability of such funding shall be a
19 prerequisite to approval of any development that requires an increase or
20 expansion of infrastructure.

21
22 COA 1.3.3 **Roadway Clearance Times.** Escambia County shall maintain a 12-
23 hour roadway clearance time for hurricane evacuation to the nearest shelter that
24 is reasonably expected to accommodate existing residents, a percentage of
25 tourists, and any new residents that are expected from development approvals or
26 potential future land use amendments that increase density. Time to the nearest
27 shelter with adequate capacity shall be assessed based upon a category five
28 storm event as measured on the Saffir-Simpson scale.

29
30 COA 1.3.4 **Transportation Planning.** Escambia County shall support critical
31 roadway segment improvements through participation with the Florida-Alabama
32 Transportation Planning Organization (TPO) and interaction with the Florida
33 Department of Transportation (FDOT) to further reduce hurricane evacuation
34 times. The Evacuation Routes / Evacuation Zones Map is attached herein to this
35 ordinance as Exhibit K.

36
37 COA 1.3.5 **Special Needs Evacuees.** Escambia County shall implement the
38 evacuation procedures for special needs evacuees as outlined in the
39 Comprehensive Emergency Management Plan. The Division of Emergency
40 Management will maintain a voluntary register of people who need assistance
41 during an evacuation as required by Chapter 252, Florida Statutes. The Division
42 of Emergency Management will ensure that an annually updated list of special
43 needs shelters is available and maintained at the emergency operations center.

44
45 COA 1.3.6 **Interstate Highway Improvements.** Escambia County shall support
46 improvements to the Interstate Highway System serving northwest Florida.

1 Specifically, the County shall support and encourage the construction of a new
2 segment of interstate connecting I-10 and I-65; however, the County's support is
3 contingent upon the location of the connecting segment being within or in close
4 proximity to Escambia County so as to provide improved hurricane evacuation
5 times from the County's coastal areas.

6
7 **COA 1.3.7 Coordination with Alabama.** Escambia County will continue yearly
8 intergovernmental coordination efforts with State of Alabama officials regarding
9 hurricane evacuation.

10
11 **COA 1.3.8 Development Impact Analysis.** The Comprehensive Plan
12 Implementation Annual Report shall include an analysis of proposed and new
13 developments' impact on hurricane evacuation times. The BCC, upon receipt of
14 the report from the Local Planning Agency (LPA), will address any deficiencies
15 identified in the report and take corrective measures as necessary. The report
16 and recommendations will consider the actual development that has occurred
17 during the evaluation period (preceding 12 months) as well as the projected
18 development anticipated to be approved during the succeeding evaluation
19 period. The needed corrective actions by the BCC will maintain or reduce the
20 County's adopted roadway clearance time.

21
22 **COA 1.3.9 Development Orders.** All development order applications that
23 propose 50 or more dwelling and/or lodging units (on a one-time or cumulative
24 basis) within the CHHA shall be evaluated for impact to roadway evacuation
25 times to shelter. Additionally, through LDC provisions, the County may require
26 such evaluation of other developments based on the number and location of new
27 units proposed. Escambia County shall not issue a development order for a
28 project if it is determined that the proposed development would cause the
29 adopted roadway evacuation time for hurricane evacuation to shelter to be
30 exceeded.

31
32 Hurricane evacuation times shall be evaluated based on all existing and vested
33 development in the County, including individual building permits for buildings that
34 are not part of a larger development plan approval.

35
36 **COA 1.3.10 Notifications.** Escambia County shall notify households of their
37 need to evacuate at various threat levels. Hotels, motels and other similar
38 facilities shall conspicuously post the need for evacuation, evacuation routes and
39 shelter locations.

40
41 **COA 1.3.11 Roadway Lane Changes.** Escambia County shall allow reverse
42 laning on multi-lane roadways and evacuation routes during evacuation events in
43 cooperation with public safety officials (Florida Highway Patrol, Escambia County
44 Sheriff's Office, Gulf Breeze and Pensacola Police Departments, etc.).
45

1 COA 1.3.12 **Shelter Locations.** The Escambia County Division of Emergency
2 Management shall identify appropriate shelter locations for evacuees. The
3 Division of Emergency Management shall work with the Escambia County School
4 District, the University of West Florida, Pensacola Junior College, and the
5 Northwest Florida Chapter of the American Red Cross (ARC) to identify
6 additional shelter capacity, based on ARC 4496 structural criteria, through
7 mitigation projects and the incorporation of enhanced hurricane protection areas
8 into new construction projects. The County may establish a County-wide fee to
9 pay for hurricane evacuation shelters and other necessary mitigation measures,
10 operational capabilities, and infrastructure necessary to maintain the adopted
11 hurricane evacuation LOS.

12
13 COA 1.3.13 **Adopted Routes.** Escambia County’s Hurricane Evacuation Route
14 Map identifies the adopted hurricane evacuation routes.

15
16 COA 1.3.14 **Roadway Improvements.** Escambia County shall promote, to the
17 greatest extent possible, roadway improvements identified by state and local
18 transportation organizations as critical to hurricane evacuation.

19
20 **OBJ COA 1.4 Redevelopment**
21
22 **Reduce or eliminate unsafe conditions and inappropriate land use through**
23 **post-disaster redevelopment and as other opportunities occur.**

24
25 **POLICIES**

26
27 COA 1.4.1 **National Flood Insurance.** Escambia County shall participate in the
28 National Flood Insurance Program (NFIP) in conformance with Public Law 93-
29 288.

30
31 COA 1.4.2 **Post-Disaster Plan.** Escambia County shall implement the Post
32 Disaster Redevelopment Plan whose purpose is to reduce or eliminate the
33 exposure of human life and public and private properties to natural hazards.
34 Additionally, the plan distinguishes between immediate repair and cleanup
35 actions needed to protect public health and safety and long-term repair and
36 redevelopment activities. To assist with the implementation of this policy, the
37 County shall maintain an inventory of areas that have experienced repeated
38 damage from coastal storms. The County will use the inventory in guiding and
39 directing redevelopment activities, including those activities associated with
40 repairing or relocating infrastructure.

41
42 COA 1.4.3 **Priority Recovery Actions.** Escambia County shall give permitting
43 priority to immediate recovery actions needed to protect public health and safety
44 following hurricane storm events or natural disasters. Such priority actions will
45 include, but not be limited to, debris removal; roadway and infrastructure repair;
46 water use restrictions, if necessary; access restrictions, if required to protect lives

1 or property; and other similar activities needed to assure the safe movement of
2 people, goods and supplies within the impacted area. Long-term repair or
3 recovery actions, such as relocating infrastructure, rebuilding of damaged
4 structures and the like, will be distinguished from the short-term actions herein
5 described.

6
7 **COA 1.4.4 Structure Damage Criteria.** The Post Disaster Redevelopment Plan
8 shall be re-evaluated within one (1) year of a disaster or a minimum of every five
9 (5) years if no disasters occur. The Post Disaster Redevelopment Plan will
10 provide a process and criteria for the relocation, removal or modification of
11 damaged structures. The criteria will include, but not be limited to:

- 12
- 13 a. Compliance with national flood insurance minimum elevation and
- 14 construction standards;
- 15 b. Conformance with coastal construction standards pursuant to
- 16 Chapter 161, Florida Statutes;
- 17 c. Hazard mitigation sufficiency;
- 18 d. Extent of damage;
- 19 e. The impact the removal or modification of the structure would
- 20 have on:
 - 21 1. Important natural resources;
 - 22 2. Infrastructure;
 - 23 3. The need to protect lives and property;
 - 24 4. Financial feasibility; and
- 25 f. Consistency with the requests, recommendations or permits
- 26 issued by state or federal regulatory agencies.
- 27

28 **COA 1.4.5 Public Safety Recommendations.** The Escambia County Public
29 Safety Official shall make recommendations to the BCC, as needed, regarding
30 Comprehensive Plan and ordinance amendments to insure consistency with the
31 Comprehensive Emergency Management Plan and applicable inter-agency
32 hazard mitigation reports.

33
34 **COA 1.4.6 Intergovernmental Task Force.** An Intergovernmental Task Force,
35 as outlined in the Post Disaster Redevelopment Plan, shall foster cooperation
36 between local governments during pre-disaster planning, post-disaster mitigation
37 analysis, and redevelopment. Additionally, the task force will be activated and
38 mobilized for a minimum of 60 days following a disaster declaration. The task
39 force will make recommendations concerning predisaster planning, post-disaster
40 mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan
41 Implementation Annual Report of every fiscal year during which it was mobilized.

42
43 **COA 1.4.7 Local Mitigation Strategy.** Escambia County shall maintain and
44 update the adopted LMS (approved by FEMA in 2004) at five-year intervals. The
45 Planning Official shall ensure LMS coordination among the County's Emergency
46 Management, the Emergency Medical Services, 911 Communication, Fire

1 Services, law enforcement agencies, ARC, civic groups, other local, state, and
2 regional agencies and Escambia County planning staff to predict and assign
3 future responsibilities for pre-disaster planning, response, recovery, and
4 mitigation activities.

5

6 **OBJ COA 1.5 Levels of Service**

7

8 **Ensure that satisfactory LOS standards, consistent with Escambia County**
9 **Concurrency Management System, are maintained within the coastal area.**

10

11 **POLICIES**

12

13 COA.1.5.1 **Concurrency Management.** Escambia County will ensure that
14 required infrastructure is available to serve proposed development or
15 redevelopment in the coastal areas by implementing the concurrency
16 management system described in the Concurrency Management System
17 Element and implemented through the Infrastructure, Mobility and Capital
18 Improvement Elements.

19

20 COA 1.5.2 **Evacuation Requirements.** All proposed development or
21 redevelopment within the coastal area shall be consistent with safe evacuation
22 requirements established by this plan and the Escambia County LDC.

23

24 **GOAL COA 2 COASTAL RESOURCE PROTECTION**

25

26 **Escambia County shall maintain, restore, and enhance the overall quality of**
27 **the coastal environment, utilizing and preserving all coastal resources**
28 **consistent with sound conservation principles, including restricting**
29 **development activities.**

30

31 **OBJ COA 2.1 General Coastal Resource Protection**

32

33 **Protect, conserve, and enhance coastal ecosystems, environmentally**
34 **sensitive areas, water resources, living marine resources, remaining**
35 **coastal barriers, wildlife habitats and other natural coastal resources.**

36

37 **POLICIES**

38

39 COA 2.1.1 **Consistency with Plan.** In addition to the provisions of the Coastal
40 Management Element, the coastal ecosystems, environmentally sensitive areas,
41 water resources, living marine resources, remaining coastal barriers, wildlife
42 habitats, and other natural coastal resources of Escambia County shall be
43 protected, conserved and enhanced consistent with the goals, objectives and
44 policies of the Conservation Element of this plan.

45

1 COA 2.1.2 **Resource Monitoring.** Escambia County staff shall monitor the
2 resources referenced in Objective COA 2.1 and provide recommendations to the
3 BCC regarding their protection, conservation, and enhancement. Monitoring data
4 and recommendations shall be included in the Comprehensive Plan
5 Implementation Annual Report and shall include at least:

- 6
- 7 a. Changes in the total acreage of coastal wetlands and the extent
8 of coastal wetland communities;
- 9 b. Changes in the volume of the commercial fish catch and the
10 amount of fish and shellfish annually landed;
- 11 c. Changes in acreage of protected land on barrier islands; and
- 12 d. Changes in acreage of coastal lands held for conservation and
13 recreation use.
- 14

15 COA 2.1.3 **Development Impact Limits.** Escambia County shall, through LDC
16 provisions and other measures, limit the specific and cumulative impacts of
17 development or redevelopment upon the resources referenced in Objective COA
18 2.1.

19

20 COA 2.1.4 **Habitat Conservation.** Escambia County shall protect the habitat of
21 protected species on Perdido Key through the development and implementation
22 of a comprehensive Habitat Conservation Plan in coordination with the U.S. Fish
23 and Wildlife Services (FWS) and the Florida Fish and Wildlife Conservation
24 Commission (FFWCC). Until the Habitat Conservation Plan becomes effective,
25 the County shall implement an existing Intergovernmental Coordination
26 Agreement that requires permit coordination and mitigation for any habitat of a
27 listed species that is taken.

28

29 COA 2.1.5 **Interlocal Agreements.** Escambia County shall protect estuaries
30 within the jurisdiction of the County and other local governments through
31 Interlocal Agreements with the City of Pensacola, the City of Gulf Breeze, and
32 Santa Rosa County. The agreements will establish procedures whereby each
33 government will be afforded the opportunity to review development proposals
34 that affect Escambia Bay, Santa Rosa Sound, East Bay or other water bodies
35 deemed appropriate. The agreements shall ensure that adequate sites for water
36 dependent uses are made available, estuarine pollution is prevented, surface
37 water runoff is controlled, living marine resources are protected, exposure to
38 natural hazards is reduced and public access to the shorelines is maintained.

39

40 **OBJ COA 2.2 Shoreline Use Protection**

41

42 **Preserve adequate shoreline for public access and recreational and**
43 **commercial water-dependent and water-related uses.**

44
45
46

1 **POLICIES**

2
3 COA 2.2.1 **Structure Setbacks.** Escambia County shall require natural
4 shorelines wherever possible. Development shall be required to provide
5 adequate setbacks for structures other than water-dependent/water-related and
6 stormwater management. A minimum 15' setback is required for construction
7 activities proposed along shorelines. The setback shall be measured from the
8 mean high water line.
9

10 Exemptions: Bulkheads, gazebos, docks, walkways, piers, and boathouses may
11 be constructed within this setback.
12

13 COA 2.2.2 **Shoreline Siting Priorities.** Escambia County shall, through zoning
14 districts and LDC provisions, regulate shoreline land uses. Additionally, the uses
15 shall be limited to the following, listed in descending order of priority:
16

- 17 a. Conservation or recreation;
 - 18 b. Water-dependent commercial/industrial;
 - 19 c. Residential;
 - 20 d. Water-related commercial/industrial.
- 21

22 COA 2.2.3 **Waterfront Use Priorities.** Escambia County shall, through zoning
23 districts and LDC provisions, regulate the siting of water-dependent and water-
24 related commercial/industrial uses. Additionally, the uses shall be limited to the
25 following, listed in descending order of priority:
26

- 27 a. Public use marinas;
 - 28 b. Water-dependent utilities;
 - 29 c. Water-dependent industries and associated docking facilities;
 - 30 d. Docks for water-dependent industry;
 - 31 e. Water-related industries and associated docking facilities;
 - 32 f. Docks for water-related industry.
- 33

34 COA 2.2.4 **Marina Siting Regulations.** Escambia County shall, through LDC
35 provisions, regulate the development of marinas and provide incentives to
36 exceed minimum standards, to resist the impacts of natural disasters and
37 minimize impacts to submerged aquatic vegetation and water quality.
38

39 COA 2.2.5 **Public Access.** Escambia County shall enforce the public access
40 requirements of the Coastal Zone Protection Act of 1985 and shall include such
41 requirements within the LDC.
42

43 COA 2.2.6 **County-Owned Sites.** Escambia County shall maintain County-
44 owned shoreline or open space access sites and provide adequate parking
45 facilities for each site.
46

1 COA 2.2.7 **Federal and State Assistance.** Escambia County shall seek all
2 available federal and state financial assistance to increase public access to the
3 shoreline.

4
5 COA 2.2.8 **Alternative Public Access.** Escambia County's development review
6 process shall consider impacts of development or redevelopment on publicly
7 established access ways to the beach. Developments that would preclude such
8 access shall not be approved unless a comparable alternative access way is
9 provided as a condition of development approval.

10
11 COA 2.2.9 **Public Access Acquisition.** Escambia County shall continually
12 coordinate with local real estate professionals to develop, prioritize and update a
13 list of shoreline sites for potential public acquisition with the intent to obtain title,
14 easements or other ownership interest in areas commonly used for public
15 access.

16
17 COA 2.2.10 **Public Access Inventory.** Escambia County shall maintain and
18 update on a two-year cycle an inventory of public beach access facilities,
19 including those in the coastal area, and periodically survey conditions at those
20 sites.

21
22 COA 2.2.11 **Publicly-Maintained Shoreline.** Escambia County shall provide
23 public access to shoreline nourished at public expense. This access shall be
24 provided at one-half mile intervals or less, as practical.

25
26 **OBJ COA 2.3 Beach and Dune Protection**

27
28 **Protect beaches and dunes and restore degraded beach and dune systems.**

29
30 **POLICIES**

31
32 COA 2.3.1 **Dune Protection and Enhancement.** Escambia County shall protect
33 and enhance the primary dune and other dune systems as appropriate. The
34 County will seek funding for dune enhancement projects through the LMS. Dune
35 enhancement projects may include the planting of native salt tolerant vegetation,
36 installation of sand fences, beach/dune nourishment, and other similar activities
37 that assure the existence, integrity and function of dunes.

38
39 COA 2.3.2 **Shoreline Protection Zones.** Escambia County shall establish
40 shoreline protection zones and preserve beaches, dunes and other shoreline
41 resources. For all gulf-front properties, the protection zone shall commence at
42 the mean high water line and run landward to the 1975 Coastal Construction
43 Control Line (CCCL). The County shall regulate within the zone by requiring a
44 landward setback greater than or equal to the 1975 CCCL boundary for major
45 structures, minor structures, and uninhabitable major structures. To prevent
46 takings, Pensacola Beach gulf-front properties that have an insufficient building

1 area to rebuild or redevelop may request a variance to allow reconstruction of a
2 similar structure provided that intrusion into Shoreline Protection Zone is reduced
3 to the maximum extent possible.

4
5 COA 2.3.3 **State and Federal Permits.** No new construction seaward of the
6 CCCL will be allowed until the applicant for such construction has obtained all
7 necessary permits and approvals from state or federal regulatory agencies.

8
9 COA 2.3.4 **Beach and Shoreline Regulations.** Escambia County shall protect
10 beach and shoreline systems. These regulating provisions shall be reviewed
11 annually for the Comprehensive Plan Implementation Annual Report and
12 updated as necessary to address concerns and issues including, but not limited
13 to, the following:

- 14
- 15 a. "White Sand" regulations;
- 16 b. Shoreline protection zone;
- 17 c. CCCL-related regulations;
- 18 d. Dune replenishment, enhancement and re-vegetation programs;
- 19 and
- 20 e. Wetland and environmentally sensitive area regulations.

21
22 COA 2.3.5 **Beach Nourishment Assistance.** Escambia County shall continue
23 its practice of cooperating with, and encouraging, the U.S. Army Corps of
24 Engineers (ACOE) and the Florida Department of Environmental Protection
25 (FDEP) to nourish public beaches using white sand made available by
26 maintenance dredging of Pensacola Pass, the bays, bayous and/or sound, or
27 other water bodies within or near Escambia County.

28
29 COA 2.3.6 **Beach Hardening Restrictions.** No hardening (seawalls, break
30 waters, revetments, etc.) of gulf beaches shall be allowed unless such hardening
31 has been determined to have an overriding public purpose. Such determination,
32 by necessity, will be made cooperatively between all regulatory agencies having
33 authority over the gulf beaches.

34
35 COA 2.3.7 **State and Federal Funds.** Through the LMS, Escambia County shall
36 jointly seek state or federal funding, for the development and establishment of a
37 "Dune Restoration and Protection Program" that will be applicable to all County-
38 owned shoreline areas.

39
40 COA 2.3.8 **Conservation and Recreation Future Land Use.** Escambia County
41 shall implement provisions applicable to the designated Recreation (REC) and
42 Conservation (CON) future land use areas on Santa Rosa Island and Perdido
43 Key that provide for public use and recreation while maintaining the important
44 natural features, functions, and habitats of the areas. The provisions shall
45 minimize the impacts of development on sensitive natural systems and will
46 include:

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- a. Prevention of motor vehicle traffic on beaches and dune areas, excluding publicly authorized vehicles;
- b. Prevention of destruction of native vegetation from beach pedestrian traffic by providing boardwalks and dune walkover structures;
- c. Improvement of parking at high-use beach sites;
- d. Placement of secure bicycle racks at beach sites to encourage bicycle transportation;
- e. The preparation and implementation of techniques needed to protect established or identified nesting bird colonies, including restrictions on public access to such nesting areas; and
- f. Limitations on public access or the provision of alternate routes in environmentally sensitive beach dune areas (i.e., dunes undergoing restabilization).

1 **Chapter 12 Conservation Element.**

2

3 The purpose of the Conservation Element is to ensure the protection of
4 Escambia County's natural resources. The conservation and appropriate use of
5 these resources is critical to maintaining a high quality of life for County residents
6 and ensuring sustainable economic growth. The goals, objectives and policies of
7 this element are intended to guide the management of air, water, soil, mineral,
8 vegetative, wildlife and other natural resources in fulfillment of this purpose
9 without County duplication of federal and state requirements.

10

11 **GOAL CON 1 RESOURCE MANAGEMENT**

12

13 **Escambia County shall conserve, protect and appropriately use all natural**
14 **resources.**

15

16 **OBJ CON 1.1 General Resource Management**

17

18 **Effectively manage the natural resources of Escambia County through**
19 **sound conservation principles.**

20

21 **POLICIES**

22

23 **CON 1.1.1 Environmentally Sensitive Lands.** Escambia County shall inventory
24 the County's environmentally sensitive lands as defined in Chapter 3, Definitions.
25 The Escambia County Wetlands Map and the Escambia County Special Flood
26 Hazard Areas Map are attached to this ordinance as Exhibits L and M,
27 respectively.

28

29 **CON 1.1.2 Wetland and Habitat Indicators.** Escambia County has adopted and
30 will use the National Wetlands Inventory Map, the Escambia County Soils
31 Survey, and the Florida Fish and Wildlife Conservation Commission's (FWCC)
32 LANDSAT imagery as indicators of the potential presence of wetlands or listed
33 wildlife habitat in the review of applications for development approval. The
34 Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

35

36 **CON 1.1.3 Resource Status Indicators.** Escambia County shall utilize surveys,
37 sampling, and other available data sources to assess indicators of natural
38 resource gains or losses.

39

40 **CON 1.1.4 Species Diversity.** Escambia County shall maintain and enhance
41 plant and animal species diversity and distribution within the County.

42

43 **CON 1.1.5 Open Space Minimums.** Escambia County shall provide incentives
44 to exceed minimum standards to preserve or establish minimum open space
45 within developments to ensure public health, safety, and welfare, to provide

1 recreational and aesthetic benefits, and to accommodate groundwater recharge,
2 tree canopy cover, wildlife habitat and other natural resource functions.

3

4 **CON 1.1.6 Natural Reservation Protection.** Escambia County shall protect
5 existing natural reservations as identified in the Recreation and Open Space
6 Element, or as may additionally be created by action of the federal, state or
7 County government.

8

9 **CON 1.1.7 Habitat Management.** Escambia County shall require a habitat
10 management plan for those lands identified as providing listed species habitat
11 within its jurisdiction. The habitat management plan shall be submitted and
12 approved by the wildlife agency or agencies having jurisdiction over the species
13 prior to the approval of the site plan or functional equivalent.

14

15 **CON 1.1.8 Habitat Protection.** Escambia County shall coordinate with the
16 FDEP, FFWCC and other state or federal agencies so as to provide the fullest
17 protection to marine or wildlife habitats that may be impacted by existing or
18 proposed development within the County. The County shall provide to the
19 appropriate regulatory agencies copies of applications for development approval
20 anytime it is deemed that such development may impact fisheries, fishery
21 habitats, wildlife habitats and/or other regulated marine or wildlife resources.

22

23 **CON 1.1.9 Endangered Species.** Escambia County shall not approve a
24 development permit if construction pursuant to the permit would threaten the life
25 or habitat of any state or federal listed species unless an Incidental Take permit
26 or other approval has been granted from those state and/or federal agencies
27 having jurisdiction over the resource.

28

29 **CON 1.1.10 Public Land Acquisition.** Escambia County shall develop and
30 maintain a list of recommended areas for public acquisition. Such areas will
31 include, but not be limited to, habitat for protected species and parcels that would
32 further the establishment of connected greenways.

33

34 **CON 1.1.11 Public Land Restoration and Enhancement.** Escambia County
35 shall continually work to restore and/or enhance degraded natural areas within
36 publicly owned lands. Restoration or enhancement may include such activities as
37 removal of nonnative vegetation, reforestation, shoreline or dune restoration, or
38 restoration of natural hydrology.

39

40 **OBJ CON 1.2 Air Resources**

41

42 **Maintain or improve ambient air quality to protect public health and the**
43 **environment.**

44

45

46

1 **POLICIES**

2
3 **CON 1.2.1 State and Federal Regulation.** Escambia County shall, through LDC
4 provisions, require any development with emissions that may degrade air quality
5 to comply with all applicable federal and state regulations regarding emission
6 control. New development with the potential to emit air pollutants will be required
7 to obtain the necessary permits from FDEP and/or the U.S. Environmental
8 Protection Agency (EPA) prior to emission of any regulated quantities of
9 pollutants.

10
11 **CON 1.2.2 County Enforcement Responsibilities.** Escambia County shall
12 assist in the maintenance of air quality standards within its jurisdiction in
13 conformance with state and federal air quality guidelines. The County shall notify
14 the operator of any facility that is believed to be degrading air quality within the
15 County of such degradation. In addition, the County shall notify the appropriate
16 regulatory agency and encourage the agency to investigate the potential violation
17 of air quality standards and guidelines.

18
19 **CON 1.2.3 Industrial Use Impacts.** Industrial land uses shall minimize their
20 negative impacts on air quality. When incompatible with neighboring or proximate
21 residential, conservation, or environmentally sensitive areas, industrial land uses
22 shall be directed to alternative sites where their impacts are minimized.

23
24 **CON 1.2.4 County Vehicle Efficiency.** Escambia County shall establish a
25 program to replace County-owned vehicles conventionally powered with gasoline
26 or diesel fuel with higher efficiency hybrid vehicles or alternative fuel (i.e., natural
27 gas) vehicles.

28
29 **CON 1.2.5 Open Burning Education.** Escambia County shall develop and
30 implement a program to educate the public regarding County and state laws
31 regulating open burning.

32
33 **CON 1.2.6 Transportation Alternatives.** Escambia County shall support and
34 encourage carpooling, mass transit, non-motorized modes of transportation, and
35 other efforts to reduce fuel consumption and motor vehicle miles traveled.

36
37 **CON 1.2.7 Motor Vehicle Pollution Reduction.** Escambia County shall
38 continually pursue measures to reduce air pollution from motor vehicles. This will
39 include minimizing waiting times at traffic lights, improving public transportation,
40 and other transportation demand management techniques as referenced in this
41 plan.

42
43 **OBJ CON 1.3 Surface Water Resources**

44
45 **Protect and improve the quality, biological health, and natural function of**
46 **all surface water systems to preserve their ecological and aesthetic values.**

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POLICIES

CON 1.3.1 Stormwater Management. Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CON 1.3.2 Agriculture Management Practices. To minimize the potential for discharge of contaminants into water bodies designated as Outstanding Florida Waters and Aquatic Preserves, Escambia County shall coordinate with the Natural Resource Conservation Service (NRCS), or other agencies as deemed acceptable, to develop and implement best management practices (BMPs) for agricultural land uses and include provisions within the LDC that would require all agricultural land uses to implement these practices.

CON 1.3.3 Silviculture Management Practices. Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

CON 1.3.4 Monitoring and Recommendations. Escambia County shall utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.

CON 1.3.5 Studies and Programs. Escambia County shall support existing studies and programs and the funding of future studies and programs that will determine water quality conditions, sediment conditions, sources of contamination, and necessary actions to improve conditions of surface water systems and their suitability for aquatic life. The County shall support actions necessary to improve and protect surface water systems.

CON 1.3.6 Cooperative Cleanup Efforts. Escambia County shall cooperate with federal, state and local agencies in their efforts to cleanup water bodies within and adjoining the County that have shown a documented decline in water quality and decreased suitability for indigenous aquatic life. Such cooperation shall include, but not be limited to, sharing of information and coordination with adjacent jurisdictions on applications for funding of cleanup and enhancement efforts in these areas.

1 **CON 1.3.7 Wetland Development Provisions.** Development in wetlands shall
2 not be allowed unless sufficient uplands do not exist to avoid a taking. In this
3 case, development in wetlands shall be restricted to allow residential density use
4 at a maximum of one unit per five acres or to the density established by the
5 future land use map containing the parcel, whichever is more restrictive, or one
6 unit per lot of record if less than five acres in size. (For this policy, lots of record
7 do not include contiguous multiple lots under single ownership.)
8

9 a. Prior to construction in wetlands, all necessary permits must
10 have been issued by the FDEP, and/or NFWFMD, as required by
11 the agency or agencies having jurisdiction, and delivered to the
12 County.
13

14 b. With the exception of water-dependent uses, commercial and
15 industrial land uses will not be located in wetlands that have a high
16 degree of hydrological or biological significance, including the
17 following types of wetlands:
18

- 19 1. Wetlands that are contiguous to Class II or Outstanding
20 Florida Waters;
- 21 2. Wetlands located in the FEMA Special Flood Hazard
22 Areas;
- 23 3. Wetlands that have a high degree of biodiversity (three or
24 more focal species) or habitat value based on maps
25 prepared by the Florida Fish and Wildlife Conservation
26 Commission or Florida Natural Areas Inventory (see
27 attached maps adopted as part of the comprehensive plan),
28 unless a site survey demonstrates that there are no listed
29 plant or animal species on the site. The Escambia County
30 Biodiversity Hot Spots Map and the Escambia County
31 Critical Habitat Map are attached to this Ordinance as
32 Exhibits O and P, respectively.
33

34 **CON 1.3.8 Density Clustering.** Escambia County shall require buffers between
35 development and environmentally sensitive areas including wetlands. The
36 purpose of the buffer is to protect natural resources from the activities and
37 impacts of development.
38

39 a. The buffer shall function to provide protection to the natural resources
40 from intrusive activities and negative impacts of development such as
41 trespass, pets, visual impacts, vehicles, noise, lights, and stormwater.
42 Incompatibility between the uses shall be minimized or eliminated so
43 that the land uses can co-exist over time with the environmentally
44 sensitive area.
45

1 b. Buffer Types: The buffer may be a landscaped natural barrier, a natural
2 barrier, or supplemented with fencing or other manmade barrier, so long
3 as the function of the buffer and intent of the policy is fulfilled.
4

5 Buffers for Wetlands as defined by the Florida Department of Environmental
6 Protection: A minimum buffer of 25' measured landward of the jurisdictional line
7 is required. Intrusion into the buffer by development activities may be allowed
8 provided a minimum 15' buffer remains and an equal amount of square feet of
9 buffer loss is provided within the development site along the impacted wetland
10 complex (limited buffer averaging). Escambia County shall include density
11 clustering provisions in the LDC to avoid development in environmentally
12 sensitive lands, conservation and preservation areas, and, wherever feasible,
13 airfield influence planning districts (AIPD).
14

15 **OBJ CON 1.4 Groundwater Resources**

16
17 **Protect and conserve the quality and quantity of groundwater resources to**
18 **ensure public health and safety, adequate potable water supplies.**
19

20 **POLICIES**

21
22 **CON 1.4.1 Wellhead Protection.** Escambia County shall provide comprehensive
23 wellhead protection from potential adverse impacts to current and future public
24 water supplies. The provisions shall establish specific wellhead protection areas
25 and address incompatible land uses, including prohibited activities and materials,
26 within those areas.
27

28 **CON 1.4.2 County Facilities Procedures.** Escambia County shall establish and
29 implement standard operating procedures at all County-operated facilities that
30 use, store, or dispose of materials that have the potential to contaminate
31 groundwater if improperly handled.
32

33 **CON 1.4.3 Coordinated Water Supply Protection.** Escambia County shall
34 coordinate with the Emerald Coast Utilities Authority (ECUA) and other water
35 suppliers, the City of Pensacola, NFWMD and the FDEP when implementing
36 policies related to the protection of potable water resources.
37

38 **CON 1.4.4 Emergency Water Conservation.** In cooperation with NFWMD,
39 Escambia County shall implement any emergency water conservation plans
40 necessary to protect the sand and gravel aquifer during periods of insufficient
41 recharge.
42

43 **OBJ CON 1.5 Soil and Mineral Resources**

44
45 **Regulate the extraction of soil and mineral resources and other land**
46 **disturbance activities to ensure uses and activities are compatible with site**

1 conditions and to prevent adverse impacts to the quality of other
2 resources, land uses, or activities.

3
4 **POLICIES**

5
6 **CON 1.5.1 Erosion Control.** Escambia County shall, through LDC provisions,
7 address the use of appropriate erosion control measures during all construction
8 and other land disturbance activities to minimize off-site migration of soil
9 particles.

10
11 **CON 1.5.2 Extraction and Reclamation Limitations.** Resource extraction and
12 reclamation activities are considered unique non-residential uses due to their
13 transient nature and the eventual restoration of affected lands to post mining land
14 uses. However, through LDC provisions, Escambia County shall prohibit
15 resource extraction activities within environmentally sensitive areas that cannot
16 be completely restored, within wellhead protection areas, within the Coastal
17 High-Hazard Area (CHHA), within one-half mile of aquatic preserves, Class II
18 waters, Shoreline Protection Zone 1, or Outstanding Florida Waters, and within
19 all future land use categories except Agriculture, Rural Community, Industrial,
20 and Public. Additionally, resource extraction in the form of borrow pits shall be
21 prohibited abutting state and federal parks, within floodplains, or near existing
22 residential uses, residential zoning districts, or subdivisions intended primarily for
23 residential use. Reclamation activities to restore previously mined lands to an
24 intended post-mining land use may be allowed in any future land use category.

25
26 **CON 1.5.3 Extraction and Reclamation Compatibility.** Escambia County shall
27 permit extraction of soils and mineral resources and site reclamation only where
28 compatible with adjacent land uses and where minimal resource degradation will
29 occur. The determination of minimal degradation, if necessary, will be made in
30 cooperation with the appropriate state or federal agencies regulating resource
31 extraction and reclamation activities. The locations where these activities may be
32 allowed, if not otherwise prohibited, shall be determined based on geological
33 constraints and shall be regulated by the applicable zoning district and
34 performance standards established for such activities within the LDC.

35
36 **CON 1.5.4 Extraction and Reclamation Review.** Escambia County shall
37 subject all new or expanded resource extraction and reclamation activities to a
38 mandatory development review process to assess technical standards for public
39 safety, environmental protection, and engineering design. The review shall
40 require:

- 41
42 a. Protection of public health;
43 b. Compliance with all applicable state and federal policies and
44 regulations;
45 c. Enforcement of the County's environmental and solid waste
46 regulations;

- d. A reclamation plan to restore affected lands within a reasonable timeframe to the intended post-mining land use consistent with the surrounding environment;
- e. Buffers between resource extraction or reclamation activities and adjacent existing or allowed future uses;
- f. Maintenance of level of service standards for commercial traffic on access roadways; and
- g. Prevention of soil erosion or adverse effects to the quality of air, groundwater, surface water, wildlife, or other natural resources.

OBJ CON 1.6 Vegetation Resources

Require and encourage land development and landscaping practices that conserve, appropriately use, and protect native vegetation, and that maintain and enhance plant species diversity.

POLICIES

CON 1.6.1 Urban Forest Preservation. Escambia County defines the trees and other vegetation within and around the developed areas of the County as an urban forest, and recognizes that a healthy, diverse, and well-managed urban forest is an important public asset. The County shall preserve, maintain, and support the urban forest, requiring the maximum practical preservation of existing native vegetation with all development.

CON 1.6.2 Identification and Protection. Escambia County shall ensure the identification and protection of vegetation through LDC provisions that require protected trees and unique vegetative communities to be accurately located and described on development plans submitted for approval. In addition, the plans must include implementation provisions, such as effective temporary construction barricades, for the protection and preservation of vegetation not approved for removal. Unique vegetative communities include, but are not limited to, wetlands.

CON 1.6.3 Tree Protection. Escambia County shall protect trees through LDC provisions, giving priority to native hardwood species and consideration to tree condition, size, maturity, wind resistance, drought tolerance, species diversity, uniqueness (i.e., Champion), and historic association. Specific criteria shall be provided for exemptions from protection, including size, species, invasiveness, condition, structure, and emergencies.

CON 1.6.4 Urban Forest Management. Escambia County shall, through LDC provisions and other measures, sustain and promote the urban forest by:

- a. Increasing tree age and species diversity for long-term forest stability,
- b. Requiring sufficient planting of trees to compensate for removals,

- 1 c. Increasing the proportion of wind-resistant trees to make future
- 2 storms less devastating,
- 3 d. Emphasizing the use of native species to reduce irrigation needs
- 4 and improve plant establishment, survival, and vitality,
- 5 e. Increasing tree canopy cover for effective shading, temperature
- 6 moderation, stormwater abatement, and other benefits,
- 7 f. Allowing or requiring appropriate removal of dying, diseased,
- 8 damaged, hazardous, and invasive trees.
- 9

10 **CON 1.6.5 Impact Mitigation.** Escambia County shall, through LDC provisions,
11 require mitigation to adequately offset the removal of protected vegetation.
12 Protected tree removal shall require replacements and code provisions shall
13 address quantity, quality, size, species, and location requirements. Additionally,
14 the provisions shall allow in-lieu payments to the County for support of general
15 tree replacement and restoration of functional benefits provided by the urban
16 forest when tree replacements cannot be reasonably accommodated within the
17 removal parcel.

18
19 **CON 1.6.6 Non-compliance Penalties.** Escambia County shall adopt monetary
20 and other penalties to effectively discourage damage to, or removal of, protected
21 trees and other vegetation without proper permitting.

22
23 **CON 1.6.7 Invasive Species Management.** Escambia County shall, through
24 LDC provisions, require removal and continued management of any invasive tree
25 or shrub species identified within the development site.

26
27 **CON 1.6.8 Florida-Friendly Landscaping.** Escambia County shall promote
28 Florida friendly low-impact landscaping principles through LDC provisions and
29 other measures to protect Florida's environment and preserve its natural
30 resources.

31
32 **CON 1.6.9 Professional Standards.** Escambia County shall, through LDC
33 provisions, require the application of professional arboricultural (e.g.,
34 International Society of Arboriculture) and horticultural standards and practices
35 that provide for the protection and long-term survival of both existing and planted
36 vegetation as part of an overall strategy to achieve landscape, habitat
37 preservation, and open space objectives.

38
39 **CON 1.6.10 County Facilities Standards.** Escambia County shall attempt to
40 exceed minimum landscape and vegetation preservations standards for County
41 owned facilities.

42
43 **CON 1.6.11 Prescribed Burning.** Escambia County shall accommodate the use
44 of prescribed burning as a tool to promote ecosystem health and wildfire
45 prevention.

46

1 CON 1.6.12 **Intergovernmental Coordination.** Escambia County shall
2 cooperate with adjacent local governments to conserve, appropriately use, and
3 protect unique vegetative communities located within more than one local
4 jurisdiction. Upon submission to the County, proposals for development that
5 would impact unique vegetative communities located within more than one local
6 government jurisdiction shall be provided to the affected local government by
7 Escambia County.

8

9 **OBJ CON 1.7 Hazardous Materials and Waste**

10

11 **Ensure the proper storage, use, and disposal of all hazardous materials**
12 **within Escambia County to eliminate or significantly minimize hazards to**
13 **the general public and the potential for contamination of natural resources.**

14

15 **POLICIES**

16

17 CON 1.7.1 **Required Identification.** Escambia County shall require identification
18 of any and all hazardous waste or materials used or stored by any licensed
19 business within Escambia County.

20

21 CON 1.7.2 **Handling, Storage, and Disposal.** Escambia County shall cooperate
22 with appropriate regulatory agencies to develop plans and procedures for the
23 handling, temporary storage, and disposal of hazardous wastes generated within
24 Escambia County. Such plans and procedures will be provided to those
25 industries and commercial operations within the County that generate hazardous
26 wastes in order that they may properly handle and dispose of their hazardous
27 waste products.

28

29 CON 1.7.3 **Household Hazardous Waste.** Escambia County shall develop and
30 implement a program to educate the public concerning the proper storage and
31 disposal of household hazardous wastes.

32

33 CON 1.7.4 **Petroleum Storage Tanks.** Escambia County shall rely upon the
34 Escambia County Health Department, through its contracts with the FDEP for
35 County compliance inspections and cleanup, to protect people and the
36 environment from contamination risks associated with petroleum fuel storage
37 tanks.

38

39 CON 1.7.5 **Accident Procedures.** The Escambia County Comprehensive
40 Emergency Management Plan shall include procedures for handling accidents
41 involving hazardous materials and wastes.

42

43 CON 1.7.6 **Locational Criteria.** New industry or businesses that produce
44 hazardous materials in their processes shall not be allowed where surface and
45 groundwater are particularly vulnerable to contamination from hazardous
46 materials, in wellhead protection areas, where hydric soils are present, within

1 special flood-hazard areas, or coastal high-hazard areas. This policy does not
2 apply to public utilities or public facilities.

3
4 **CON 1.7.7 FLU Limitation.** Uses involving the production of hazardous
5 materials shall be limited to the Industrial future land use category. Retail sale of
6 products containing hazardous materials is not limited to the Industrial future land
7 category.

8
9 **CON 1.7.8 Disposal Assistance.** Escambia County shall provide assistance
10 with disposal of hazardous waste generated by other than large quantity
11 generators within Escambia County. This will include an Annual Amnesty Days
12 program for Escambia County household generators.

13
14 **OBJ CON 1.8 Water and Energy Conservation.**

15
16 **The County shall promote water and energy conservation strategies to**
17 **support the protection of the County's natural resources.**

18
19 **POLICIES**

20
21 **CON 1.8.1 Sustainable Community Development Practices.** The County shall
22 encourage sustainable community development practices that conserve energy
23 and water resources, reduce greenhouse gas emissions through innovative,
24 energy-efficient building construction strategies consistent with recognized green
25 building standards, and contribute to reducing the overall development footprint
26 of the County. These strategies may include:

- 27
28 a. Developing incentives for water conservation;
29 b. Incorporating Florida Waterwise landscaping to reduce the use of
30 potable water for irrigation of new building sites, including public building
31 sites;
32 c. Encouraging development on previously-used and under-developed
33 sites where infrastructure already exists;
34 d. Encouraging development adjacent to existing developed areas;
35 e. Protecting and enhancing natural systems within the County; and
36 f. Using surface waters, conservation lands and environmentally sensitive
37 open space as visual amenities.

38
39 **CON 1.8.2 Reduced Irrigation Needs.** Escambia County shall require the use of
40 Florida Friendly Landscaping techniques and native or adapted plants in order to
41 reduce potable water consumption for irrigation for new public buildings and
42 private development of 5 acres or 20 residential units or more.

43
44 **CON 1.8.3 Low Impact Development.** Escambia County shall promote the use
45 of Low Impact Development (LID) techniques approved by the Northwest Florida
46 Water Management District to protect the water resources of the County.

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CON 1.8.4 High Efficiency Appliances. Escambia County shall promote the use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce energy use in public and private buildings.

CON 1.8.5 Carbon Sequestration. Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.

1 **Chapter 13 Recreation and Open Space Element.**

2

3 The purpose of the Recreation and Open Space Element is to ensure adequate
4 recreational opportunities for the citizens of Escambia County through the provision
5 of a comprehensive system of public and private park facilities. These facilities may
6 include, but are not limited to, natural reservations, parks and playgrounds, trails,
7 beaches and public access to beaches, open spaces and waterways. Guiding the
8 planning and provision of these facilities are goals, objectives and policies intended
9 to improve public awareness of existing recreational opportunities, ensure access to
10 public facilities, encourage intergovernmental coordination, and establish Levels of
11 Service (LOS) sufficient to meet the current and projected needs of Escambia
12 County's citizens.

13

14 **GOAL REC 1**

15

16 **Escambia County shall create recreational opportunities for the citizens of**
17 **Escambia County through the provision of County facilities and**
18 **coordination with state and federal agencies and the private sector.**

19

20 **OBJ REC 1.1 Recreational Facilities Access**

21

22 **Continue to develop and improve public awareness of and physical access**
23 **to all recreation facilities.**

24

25 **POLICIES**

26

27 **REC 1.1.1 Public Information.** Escambia County shall, in cooperation with the
28 Tourist Development Council, make information available to the public
29 concerning the location of recreational opportunities and available facilities.

30

31 **REC 1.1.2 Facility Signage.** Escambia County shall provide signage to identify
32 County parks and to direct the public to these sites.

33

34 **REC 1.1.3 Physical Accessibility.** Escambia County shall provide physical
35 access for disabled individuals to public recreational facilities and require
36 compliance with the Americans with Disabilities Act (ADA) by developers, owners
37 or operators of private recreational facilities. All new County facilities shall meet
38 applicable local, state and federal accessibility requirements.

39

40 **REC 1.1.4 Use Policies and Procedures.** Escambia County shall develop
41 standardized policies and procedures that allow for the use of County recreation
42 facilities by private, public and non-profit groups and organizations. In addition,
43 the County shall implement equitable procedures for reservation of facilities and
44 evaluate usage fees every two years.

45

1 REC 1.1.5 **Facility Availability.** Escambia County shall maintain or increase the
2 availability of County recreation facilities to civic and other semi-public and
3 private organizations.

4
5 REC 1.1.6 **Public-Private Cooperation.** Escambia County shall continue its
6 cooperative efforts with private and nonprofit organizations (e.g., YMCA, Little
7 League, civic groups, etc.) in the provision of recreational facilities/opportunities
8 and open space areas.

9
10 REC 1.1.7 **Annual Review and Report.** Escambia County shall annually review
11 and report upon the cooperative efforts between the public and private sectors in
12 the provision of recreational opportunities to assure that such efforts are
13 coordinated. In even numbered years, the report will include an inventory of
14 public beach access facilities, including those in the coastal area.

15
16 REC 1.1.8 **Outdoor Facilities.** Escambia County shall provide for public use of
17 those lands held in public ownership by ensuring the provision of facilities for
18 outdoor recreation activities, including nature trails, boardwalks, waterway trails,
19 interpretive displays, educational programs, wildlife observation areas, and picnic
20 areas, whenever feasible.

21
22 REC 1.1.9 **Multi-modal Residential Links.** Escambia County shall maintain and
23 improve a multi-modal transportation system that links beach access points,
24 open space and other recreational facilities with residential areas. Improvements
25 shall include, but not be limited to, signage and construction of facilities (e.g.,
26 sidewalks, bike racks, etc.) by both the public and private sectors.

27
28 **OBJ REC 1.2 Intergovernmental Coordination**

29
30 **Continue intergovernmental coordination between Escambia County and**
31 **appropriate federal, state, and local agencies (i.e. Escambia County School**
32 **District, Santa Rosa Island Authority, West Florida Regional Planning**
33 **Council and Florida-Alabama Transportation Planning Organization) to**
34 **address mutual concerns and enhance planning for recreation and beach**
35 **access.**

36
37 **POLICIES**

38
39 REC 1.2.1 **Recreation and Beach Access.** Escambia County shall coordinate
40 with appropriate federal, state and local government entities regarding beach
41 access and recreation.

42
43 REC 1.2.2 **Cooperation Agreements.** Escambia County shall promote interstate
44 and interlocal cooperation through agreements intended to enhance recreation
45 sites and facilities and public access to such sites and facilities.

46

1 REC 1.2.3 **Florida Boating Improvement Program.** Escambia County shall
2 utilize the Florida Boating Improvement Program.

3
4 The Escambia County Public Access Map Series is attached to this ordinance as
5 Exhibit Q.

6
7 **OBJ REC 1.3 Recreational Facilities Level of Service (LOS)**

8
9 **Ensure the adequate provision of recreational facilities and open space**
10 **through the implementation of level of service standards.**

11
12 **POLICIES**

13
14 REC 1.3.1 **LDC Definitions.** The Escambia County Land Development Code
15 (LDC) shall include specific definitions for open space, parks and recreation
16 facilities.

17
18 REC1.3.2 **Open Space Requirements.** Escambia County shall require the
19 provision of open space by private development when such development is a
20 planned unit development, a multi-family development, a mixed use commercial
21 area or other similar types of development where relatively large land areas are
22 involved. The requirements shall be contained within the LDC. All development
23 projects of five acres or more shall be required to provide open space within the
24 development or contribute to a fund therefore. Nothing in this policy shall be
25 interpreted to eliminate the provision of open space for all projects as required by
26 County regulations.

27
28 REC 1.3.3 **County Facilities Inventory.** Escambia County shall maintain a
29 current inventory of all park facilities maintained by the County.

30
31 REC 1.3.4 **County Facility Conversion.** Public park or recreation areas
32 operated or maintained by Escambia County shall not be converted to other
33 uses, except by determination of the Board of County Commissioners (BCC) that
34 such a conversion is in the public interest. The Escambia County Parks and
35 Recreation Department shall seek appropriate compensation or replacement
36 land if such a conversion occurs.

37
38 REC 1.3.5 **Established Service Districts.** Escambia County's four park and
39 recreation service districts are established as follows: 1) Barrier Islands RSD; 2)
40 Urban RSD; 3) Suburban RSD, and; 4) Rural RSD. These districts may from time
41 to time be modified, added to, or deleted as necessary to address the recreation
42 needs of the County.

43
44 REC 1.3.6 **Level of Service (LOS) Standards.** Level of service (LOS) standards
45 for recreation and open space facilities within the County are:
46

1 **LOS Standards for Parks & Recreational Facilities by Population**

2

Park Categories	
Neighborhood Parks	1 per 2,500
Regional Parks	1 per 50,000
Community Parks	1 per 15,000
Nature Parks	1 per 50,000
Boat Launch Areas	1 per 15,000
Beach / Water Access Areas	1 per 20,000
Community Centers	1 per 15,000
Special Use Parks	
Equestrian Center	1 per 500,000
Civic Center / Performing Art Center	1 per 500,000
Gun Firing Range	1 per 200,000
Multi-Purpose Use Field Stadium	1 per 250,000
Park Amenities	
Baseball Fields	1 per 2,000
Softball Fields	1 per 2,000
Football Fields	1 per 10,000
Soccer Fields	1 per 10,000
Basketball Courts	1 per 10,000
Tennis Courts	1 per 10,000
Swimming Pools	1 per 25,000
Playground Structures	1 per 5,000
Park Shelters	1 per 5,000
Nature Trails	1 per 15,000
Pedestrian / Bike Trails	1 per 15,000
Park System Acreage:	
Barrier Island RSD	1 ac. per 1,000
Urban RSD	1 ac. per 1,000
Suburban RSD	1 ac. per 1,000
Rural RSD	1 ac. per 1,000

3

4 **REC 1.3.7 County Open Space Acquisition.** Escambia County shall acquire
 5 (through lease, purchase, or dedication) open space and natural areas to
 6 maintain and improve the natural functions of open space, wetlands and other
 7 sensitive lands, and recreational opportunities for all residents. The priority for
 8 acquisition of open space and/or natural areas shall be:

9

- 10 a. Unique natural systems/environmentally sensitive lands;
- 11 b. Shoreline sites;
- 12 c. Sites within the urban or transitioning areas experiencing rapid
- 13 development; and
- 14 d. Sites that are historically or archaeologically significant.

15

1 Escambia County shall not accept the donation of land or recreation facilities,
2 unless they meet the Escambia County Parks and Recreation Department's park
3 planning and development standards and a management/funding source is in
4 place.

5
6 **REC 1.3.8 Areas within Private Development.** The LDC shall clearly articulate
7 the provision of open space and recreation areas within private developments.

8
9 **REC 1.3.9 Designated Natural Reservations.** The following are designated as
10 natural reservations and are intended to provide open space and recreational
11 uses of all types for the citizens of Escambia County:

- 12
13 a. The Gulf Islands National Seashore;
14 b. The Escambia River Wildlife Management Area;
15 c. The Perdido River State canoe trail;
16 d. Lake Stone Park and boat ramp;
17 e. The improved county owned community, neighborhood and
18 urban parks/tot lots;
19 f. Wayside Park;
20 g. Navy Point Park;
21 h. Casino Beach Recreation Area;
22 i. Ft. Pickens;
23 j. Big Lagoon State Recreation Area;
24 k. Jones Swamp Wetland Preserve and Southwest Greenway;
25 l. Perdido River Walk;
26 m. Perdido Key Parks;
27 n. Tarkiln Bayou Preserve State Park;
28 o. All publicly owned beach access ways.

29
30 **REC 1.3.10 Vacant Property Evaluation.** All vacant property owned by
31 Escambia County shall be evaluated for its potential as a park, recreational
32 facility, designated open-space or other use. New vacant properties acquired by
33 the County shall be added to the existing vacant properties inventory.

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1 **Chapter 14 Intergovernmental Coordination Element.**

2
3 The Intergovernmental Coordination Element seeks to establish and maintain
4 efficient, effective procedures of coordinating planning efforts with adjacent
5 counties and cities; the incorporated areas within Escambia County; regional,
6 state, and federal agencies; and other agencies and entities that provide services
7 but do not have regulatory authority over land. Through coordination and
8 cooperation among the various entities affecting planning and land use,
9 Escambia County can better serve its residents and ensure orderly and balanced
10 growth and development, while protecting and enhancing the County's existing
11 communities and natural resources.

12
13 **GOAL ICE 1 COORDINATED APPROACH TO PLANNING**

14
15 **Escambia County shall establish and maintain an efficient, effective**
16 **program of intergovernmental coordination that achieves the maximum**
17 **quality of life for residents and visitors and promotes a County-wide**
18 **approach to planning.**

19
20 **OBJ ICE 1.1 Coordinate with Federal, State and Local Agencies**

21
22 **Coordinate with the City of Pensacola, Town of Century, City of Gulf**
23 **Breeze, Santa Rosa County, the Emerald Coast Utilities Authority (ECUA),**
24 **the Santa Rosa Island Authority, the United States Navy, and the Escambia**
25 **County School Board to ensure consistency among the Escambia County**
26 **Comprehensive Plan and the plans of adjacent counties and municipalities,**
27 **and the plans of other agencies or entities affecting land use or providing**
28 **services in Escambia County.**

29
30 **POLICIES**

31
32 **ICE 1.1.1 Large-Scale Future Land Use Map Amendments.** Escambia County
33 shall submit a copy of any proposed large-scale Future Land Use Map (FLUM)
34 amendment to adjacent municipalities and counties within the jurisdiction of the
35 Florida Department of Community Affairs and other units of government
36 providing services but not having regulatory authority over the use of land
37 provided that those agencies have submitted a written request to Escambia
38 County for such information as required by Section 163.3184(3)(a), Florida
39 Statutes. Procedures for intergovernmental coordination with the Escambia
40 County School Board shall be governed by the Interlocal Agreement for Public
41 School Facility Planning and Objective 1.5 of the Public School Facilities
42 Element.

43
44 **ICE 1.1.2 Comprehensive Plan Amendments.** For proposed comprehensive
45 plan amendments that could potentially impact adjacent jurisdictions, Escambia

1 County shall submit copies of the proposed amendment to the affected local
2 government and invite their review and comment.

3
4 **ICE 1.1.3 Joint Planning Initiatives.** By 2010 the Escambia County planning
5 staff shall identify planning topics of concern between local governments who
6 would benefit from joint planning efforts and initiate coordination accordingly.
7 Such topics of concern should include infrastructure service areas and
8 redevelopment initiatives. Upon approval by the Planning Board of the identified
9 topics of concern, the Planning Official will meet with representatives from the
10 affected local governments to develop specific procedures for implementation of
11 the identified joint planning initiatives. Such implementation procedures should
12 be established by 2011.

13
14 **ICE 1.1.4 Interlocal Agreements.** Escambia County shall implement adopted
15 interlocal agreements with the Escambia County School Board, the City of Milton,
16 the City of Pensacola, the City of Gulf Breeze and Santa Rosa County so as to
17 provide for coordination and evaluation of development proposals that affect the
18 bays, bayous, sound or gulf (including estuaries and estuarine systems).

19
20 **ICE 1.1.5 Mediation.** Escambia County may use the West Florida Regional
21 Planning Council's informal mediation process, or other mediation processes, to
22 attempt to resolve conflicts with other units of government that cannot be
23 resolved through meetings between the governing bodies of the affected
24 governments.

25
26 **OBJ ICE 1.2 Level of Service Standards**

27
28 **Coordinate with appropriate state, regional and local agencies and other**
29 **entities that have operational and maintenance responsibility for public**
30 **facilities in Escambia County, to achieve and maintain, adopted Level of**
31 **Service (LOS) standards. As required by Section 163.3177(6)(h)2, F.S.,**
32 **when such entity is another unit of local government, Escambia County**
33 **shall enter into an interlocal agreement or other formal agreement which**
34 **shall describe joint processes for collaborative planning and decision**
35 **making on population projections, the location and extension of public**
36 **facilities subject to concurrency, and siting facilities with County-wide**
37 **significance, including locally unwanted land uses.**

38
39 **POLICIES**

40
41 **ICE 1.2.1 Public Facilities.** Escambia County will, through interlocal agreement
42 or other formal agreement with public service providers, establish LOS standards
43 for public facilities, identify actions that Escambia County will undertake to
44 coordinate the location and extension of these facilities, as well as the siting of
45 facilities with County-wide significance. Established LOS standards will be

1 maintained through implementation of Escambia County's Concurrency
2 Management System.

3
4 **ICE 1.2.2 Water and Wastewater Supply.** Escambia County shall adopt
5 agreements with local water suppliers to establish LOS standards for water
6 usage and identify strategies the County and water suppliers will undertake to
7 address joint planning issues. The County will also coordinate planning efforts
8 with the ECUA with regard to wastewater service.

9
10 **OBJ ICE 1.3 Coordination with the Escambia County School Board**

11
12 **Maintain cooperative relationships with the School Board and**
13 **municipalities, and implement joint planning processes to coordinate land**
14 **use planning with school facility planning.**

15
16 **POLICIES**

17
18 **ICE 1.3.1 Interlocal Agreement for Public School Facility Planning.** In
19 cooperation with the School Board and the local governments within Escambia
20 County, the County implemented the Interlocal Agreement for Public School
21 Facility Planning dated on August, 7th, 2006 (herein Interlocal Agreement) that
22 established procedures for coordination and sharing of information, planning
23 processes, and school concurrency implementation. The Interlocal Agreement
24 was updated on April 30th, 2009, and may be amended annually.

25
26 **ICE 1.3.2 Annual School Board Report.** On an annual basis, the School Board
27 shall provide information from their Tentative District Educational Facilities Plan
28 to determine the need for additional school facilities. The School Board shall
29 provide to the County, each year, a General Education Facilities Report. The
30 Educational Facilities Report shall contain information detailing existing facilities,
31 their locations, and projected needs. The report shall also contain the School
32 Board's financially feasible Five-Year District Facilities Work Program.

33
34 **ICE 1.3.3 Consistent Population and Enrollment Projections.** The staff
35 working group established in Policy ICE 1.3.6 shall meet annually to coordinate
36 and base their local government comprehensive plans and school facility plans
37 on consistent projections. These projections shall include population projections
38 developed in coordination with the Planning Board, and student enrollment
39 projections (district-wide and by concurrency service area) developed by the
40 School Board with the agreement of the Florida Office of Educational Facilities.
41 The School Board's student enrollment projections shall consider the impacts of
42 development trends as per the Interlocal Agreement. To accomplish this policy
43 the County and the School Board agree to provide the information and follow the
44 procedures specified in the Interlocal Agreement.

45

1 ICE 1.3.4 **Growth and Development Trends.** As per the Interlocal Agreement,
2 the local governments will provide the School Board with their Comprehensive
3 Plan Implementation Committee Annual Report on growth and development
4 trends within their jurisdiction. To the extent feasible, the reports should be
5 provided in geographic information system compatible format for the purpose of
6 geo-referencing the information. This report will be in tabular, graphic, and textual
7 formats and will include the following:

- 8
- 9 a. The type, number, and location of residential units that have
- 10 received zoning approval, final plat and site plan approval;
- 11 b. Information regarding FLUM amendments;
- 12 c. Building permits and certificate of occupancy data for residential
- 13 dwellings issued for the preceding year and their location;
- 14 d. Summary of vested rights determinations and other actions that
- 15 affect demands for public school facilities;
- 16 e. Information regarding the conversion or redevelopment of
- 17 housing or other structures into residential units that are likely to
- 18 generate new students and reflects the existing land use; and
- 19 f. The identification of any development orders issued.
- 20

21 ICE 1.3.5 **Elected Officials Joint Planning Workshops.** One or more
22 representatives of the Escambia County Board of County Commissioners, the
23 Pensacola City Council, the Century Town Council, and the School Board will
24 meet on an as needed basis, but not less than annually, in joint workshop
25 sessions. The workshop sessions will be opportunities for the representatives of
26 the elected bodies to receive reports, discuss policy, and reach understandings
27 on issues of mutual concern regarding coordination of land use and school
28 facilities planning. Topics for such workshops may include, but are not limited to:
29 student enrollment trends, growth and development trends, school needs, joint
30 use opportunities, implementation of school concurrency, and performance of the
31 adopted Interlocal Agreement. The workshops will take place in accordance with
32 the procedures established in the Interlocal Agreement.

33
34 ICE 1.3.6 **Staff Working Group.** A staff working group comprised of
35 representatives from the County, School Board, City of Pensacola, Town of
36 Century, and Local Planning Agency, or their appointees will meet on an as
37 needed basis, but not less than semi-annually to discuss issues and formulate
38 recommendations regarding coordination of land use and school facilities
39 planning. The staff working group meetings will take place in accordance with the
40 timeframes and procedures established in the Interlocal Agreement.

41
42 ICE 1.3.7 **LPA Coordination with the Escambia County School Board.**
43 Pursuant to Section 163.3174, Florida Statutes, a representative of the Escambia
44 County School Board shall be appointed to the County Planning Board as an ex-
45 officio, nonvoting member.
46

1 **OBJ ICE 1.4 Coordination with Santa Rosa County School Board**

2

3 **Because the Santa Rosa County School Board provides educational**
4 **opportunities for residents of Pensacola Beach, Escambia County shall**
5 **execute an Interlocal Agreement with the Santa Rosa County School Board**
6 **addressing the issues identified in the Interlocal Agreement with the**
7 **Escambia County School Board as they relate to Pensacola Beach.**

8

9 **POLICIES**

10

11 **ICE 1.4.1 Interlocal Agreement with Santa Rosa County School Board.**
12 Escambia County shall, by September 2012, execute an Interlocal Agreement
13 with the Santa Rosa County School Board.

14

15 **OBJ ICE 1.5 Campus Master Plans**

16

17 **Escambia County agrees to recognize campus master plans of the state**
18 **university system and to work with the board of regents in the development**
19 **of a "campus development agreement" as the need arises.**

20

21 **POLICIES**

22

23 **ICE 1.5.1 Campus Development Agreement.** As required by Section 1013.30,
24 Florida Statutes, Escambia County agrees to recognize campus master plans of
25 the state university system and to work with the Board of Regents in the
26 development of a "campus development agreement" as the need arises.

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1 **Chapter 15 Capital Improvements Element.**

2

3 The purpose of the Capital Improvements Element is to demonstrate how capital
4 projects identified to maintain Levels of Service or accommodate new growth will be
5 programmed and funded. The Capital Improvements Element must include
6 estimates of the cost of improvements for which Escambia County has fiscal
7 responsibility and analyze the ability to finance and construct those improvements.

8 The Capital Improvements Element also outlines financial policies to guide the
9 funding and construction of improvements in a manner necessary to ensure that
10 capital improvements are provided when required based on needs identified in the
11 Comprehensive Plan. Finally, the Capital Improvements Element requires that an
12 adequate Concurrency Management System is implemented by the local
13 government, pursuant to Section 163.3180, Florida Statutes. ~~Rule 9J-5.0055, Florida~~
14 ~~Administrative Code.~~

15

16 **GOAL CIE 1 CAPITAL FACILITIES**

17

18 **The Capital Improvements Element shall be used to efficiently meet the**
19 **needs of Escambia County for the construction, acquisition or**
20 **development of capital facilities necessary to correct existing deficiencies,**
21 **to accommodate desired future growth and to replace obsolete or worn out**
22 **facilities.**

23

24 **OBJ CIE 1.1 Capital Improvements Funding**

25

26 **Manage the land development process to provide or require provision of**
27 **needed improvements so that public facility needs created by previously**
28 **issued development orders or future development do not exceed the ability**
29 **of Escambia County to fund and provide or require provision of the needed**
30 **capital improvements.**

31

32 **POLICIES**

33

34 **CIE 1.1.1 Comprehensive Plan Implementation Committee.** Escambia County
35 shall convene a Comprehensive Plan Implementation Committee to review the
36 development activities within Escambia County and to review the Level of
37 Service (LOS) conditions for the County. The County Administrator shall
38 designate those County officials that shall serve on the Committee and those
39 responsible for providing other assistance to the Committee as circumstances
40 and issues may require. The Committee shall maintain information on
41 development activity, LOS conditions, de minimis impacts, and other data
42 necessary to accurately evaluate the implementation of the County's
43 Comprehensive Plan, including the annual Capital Improvements Element
44 update.

45

1 CIE 1.1.2 **LOS Standards.** Escambia County shall establish LOS standards for
 2 concurrency-related public facilities that are within the jurisdiction of the County.
 3 These standards shall be those found in the other Comprehensive Plan
 4 Elements. The adopted level of service standards in this ordinance are as
 5 indicated in the following policies:

6
 7 TABLE INSET:
 8

LOS	Policy
Roads	
County and State	MOB 1.1.2
Mass Transit	MOB 2.2.3
Sanitary Sewer	INF 1.1.9
Solid Waste	INF 2.1.4
Drainage	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

9
 10 CIE 1.1.3 **LOS Maintenance.** Escambia County shall coordinate land use
 11 decisions and development approvals through implementation of the
 12 Concurrency Management System, available and/or projected fiscal resources,
 13 and the Five-Year Schedule of Capital Improvements, so as to maintain adopted
 14 LOS standards and meet the existing and future facility needs.

15
 16 CIE 1.1.4 **Vested Development.** Escambia County shall provide for the
 17 availability of public facilities to serve developments for which development
 18 orders were issued and development rights are vested.

19
 20 CIE 1.1.5 **Concurrency.** Escambia County shall require the availability of public
 21 facilities and services needed to support development concurrent with the
 22 impacts of such development.

23
 24 CIE 1.1.6 **Concurrency Management System.** Escambia County will implement
 25 the concurrency management system described in the Concurrency
 26 Management System Element. As a component of the Concurrency
 27 Management System, the County will make the Proportionate Fair Share
 28 Program available as an option for developers to contribute the value of their
 29 transportation impacts as provided in the Land Development Code (LDC) and the
 30 Escambia County Concurrency Management System Procedure Manual adopted
 31 per Ordinance 2007-50.

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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. The Five-Year Schedule of Capital Improvements is attached herein to this ordinance as Exhibit R.

POLICIES

CIE 1.2.1 Project Prioritization. Escambia County shall evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize:

- a. The elimination of future public hazards to preserve the health, safety, and welfare of the public;
- b. The elimination of any existing capacity or LOS deficits;
- c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County;
- d. Locational needs based on projected growth patterns;
- e. The accommodation of new development and redevelopment facility demands;
- f. Financial feasibility; and
- g. Plans of The Northwest Florida Water Management District (NFWFMD), Escambia County School Board, Florida Department of Transportation, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.

CIE 1.2.2 Funding Prioritization. Escambia County shall prioritize funding for capital improvements in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities; assigns second priority to correcting existing deficiencies in public facilities; and assigns third priority to facilities necessary to accommodate desired future growth. Nothing in this policy shall preclude Escambia County from increasing or rearranging the priority of any particular capital improvement project so that cost savings may be realized or LOS standards are met.

CIE 1.2.3 Facility Rehabilitation Preference. Escambia County shall promote rehabilitation and re-use of existing governmental facilities, structures, and buildings as the preferred alternative to new construction.

CIE 1.2.4 CHHA Expenditure Limits. Escambia County shall limit public expenditures in the Coastal High Hazard Area (CHHA), except for the provision, or support, of recreation uses such as parks and walkovers, erosion control devices, increased public access and the correction of existing deficiencies.

1
2 **CIE 1.2.5 Incorporation of School Board's 5-Year District Facilities Work**
3 **Plan.** The County hereby incorporates by reference the Escambia County School
4 District 2009-2010 through 2013-2014 Work Plan for the 5-Year District Facilities
5 Work Program approved by the School Board of Escambia County effective
6 December 2009. The Work Plan includes school capacity sufficient to meet
7 anticipated student demands projected by the County and municipalities, in
8 consultation with the School Board's projections of student enrollment, based on
9 the adopted level of service standards for public schools.

10
11 **OBJ CIE 1.3 Fiscal Policies**

12
13 **Establish fiscal policies to direct the use of public and private funding**
14 **sources, to implement the Goals, Objectives and Policies of the**
15 **Comprehensive Plan, and provide a financially feasible Schedule of Capital**
16 **Improvements.**

17
18 **POLICIES**

19
20 **CIE 1.3.1 Fiscal Resource Objectives.** The fiscal resources of Escambia
21 County shall be used, to the extent necessary, to maintain LOS standards and
22 support the Five-Year Schedule of Capital Improvements.

23
24 **CIE 1.3.2 Funding Resources.** Escambia County shall use a combination of
25 public resources to fund capital improvements, including state and federal grants,
26 below market interest rate state loans, user fees, connection charges, a
27 combination of long term and short term financing vehicles, accumulated
28 surpluses, and the use of revenues set aside specifically for capital projects (pay
29 as you go and Proportionate Fair Share Agreement revenues).

30
31 **CIE 1.3.3 General Obligation Debt.** General obligation debt shall be used
32 sparingly. General obligation debt, if determined necessary during the planning
33 period, shall be established consistent with rating agency standards and
34 guidelines.

35
36 **CIE 1.3.4 Enterprise Fund Debt.** Enterprise fund debt shall be, in part, managed
37 through a ratio of net system revenue and other pledged funds to annual debt
38 service. Also, this principle of coverage shall be used in the management of debt
39 for other projects that are supported by user fees or shared revenues. The
40 maximum ratio of total debt service to total revenue shall not exceed 25 percent
41 and the limitation of revenue bonds as a percentage of total debt shall not
42 exceed 80 percent.

43
44 **CIE 1.3.5 Municipal Service Taxing Units.** Escambia County shall encourage
45 and assist neighborhoods in the adoption of Municipal Service Taxing Units
46 (MSTU) or Municipal Service Benefit Units (MSBU) as a revenue source. Once

1 established and approved by the Board of County Commissioners (BCC), a
2 MSTU or MSBU shall be considered a committed funding source.

3
4 **CIE 1.3.6 Developer Cost Sharing.** New development shall bear a proportionate
5 share of the cost, if the development creates a deficiency of the adopted LOS, of
6 providing new or expanded public facilities and infrastructure required to maintain
7 adopted LOS Standards through Escambia County's site-related development
8 dedications, and developer contributions. This policy shall be implemented
9 through the County's permitting and inspection process.

10
11 **CIE 1.3.7 Acceptable Private Funding.** Escambia County shall rely on private
12 contributions as a committed funding source within the Five-Year Schedule of
13 Capital Improvements only when the obligation to fund a specific capital
14 improvement is addressed in an enforceable development agreement or
15 development order. The County shall not be responsible for funding capital
16 improvements that are the obligation of the developer. If the developer fails to
17 meet any capital improvement commitment that is programmed in the Five-Year
18 Schedule of Capital Improvements, a plan amendment to delete the capital
19 improvement from the Schedule shall be required.

20
21 **CIE 1.3.8 Capital Improvements Schedule.** The Five-Year Schedule of Capital
22 Improvements shall be financially feasible, consisting of committed and planned
23 funding sources. The Schedule shall be balanced so that total expenditures do
24 not exceed total revenues for the planning period.

25
26 **OBJ CIE 1.4 Annual Review**

27
28 **Review the Capital Improvements Element each year, amend as necessary,**
29 **and submit to the state land planning agency for compliance review.**

30
31 **POLICIES**

32
33 **CIE 1.4.1 Implementation Status Report.** By April 1 of each year, the
34 Comprehensive Plan Implementation Committee shall report to the Local
35 Planning Agency (LPA) on the status of capital project implementation activities
36 as well as LOS conditions within the County.

37
38 **CIE 1.4.2 LPA Implementation Review.** By June 1 of each year, the Escambia
39 County LPA shall report to the BCC its evaluation of the implementation of the
40 Capital Improvements Element and the Comprehensive Plan during the previous
41 fiscal year. The report shall contain recommendations to maintain LOS standards
42 and any adjustments necessary to the Capital Improvements Element and/or the
43 County's annual capital improvement program.

44
45 **CIE 1.4.3 BCC Implementation Review.** The BCC shall consider the report of
46 the LPA upon receipt and during its deliberations on the annual budget and CIP.

1 Any adjustments made to the Capital Improvements Element or the CIP shall
2 include consideration of the maintenance of LOS standards.

3

4 **CIE 1.4.4 LOS Project Schedule Modification.** A plan amendment shall be
5 required to eliminate, defer, or delay the scheduled date of construction of any
6 capital project listed in the County's Five-Year Schedule of Capital
7 Improvements, which is needed to maintain the adopted LOS standard.

8

9 **CIE 1.4.5 Capital Improvements Adoption.** Adoption of the Capital
10 Improvements Element may occur at a single public hearing outside of the two
11 regular Comprehensive Plan Amendment cycles established by the County. The
12 Capital Improvements Element adoption ordinance shall be submitted to the
13 state land planning agency no later than December 1 of each year.

14

15 **CIE 1.4.6 Capital Improvements Amendment.** Amendments to the Capital
16 Improvements Element that support the amendment of another Element shall be
17 submitted to the state land planning agency during a regular Comprehensive
18 Plan Amendment cycle. If the Escambia County annual budget is adjusted
19 outside of the regular cycle, the Capital Improvements Element may be amended
20 and adopted again, provided that the adoption ordinance is submitted to the state
21 land planning agency no later than December 1.

22

23 **CIE 1.4.7 De minimis Roadway Impact Monitoring.** Escambia County shall
24 implement a methodology to monitor and track approved de minimis impacts on
25 the roadway network within its jurisdiction. All de minimis impacts (an impact that
26 would not affect more than one percent of the maximum volume at the adopted
27 LOS of the affected transportation facility) shall be compiled into an annual report
28 and submitted to the state land planning agency with the annual Capital
29 Improvements Element update.

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1 **Chapter 16 Public Schools Facilities Element.**

2
3 The intent of this chapter is to provide guiding policies through which the local
4 governments can effectively manage growth and meet public school needs. The
5 element is required to establish a school concurrency management system
6 through which the local governments can ensure public school capacity is
7 available concurrent with development. The school concurrency management
8 system will allow for a greater communication and understanding between
9 Escambia County, the City of Pensacola, the Town of Century, and the School
10 Board of Escambia County when concentrating on public school capacity issues.

11
12 The PSFE is also intended to increase coordination between the School Board
13 and local governments on issues such as land use planning, the school siting
14 process, and school facility expansion.

15
16 This chapter establishes a framework for the planning of public schools pursuant
17 to Section 163.3177(12), Florida Statutes. The law requires that local
18 governments adopt a public school facilities element as a part of their
19 comprehensive plans. The 2005 Legislature mandated that the availability of
20 public schools be made a prerequisite for the approval of residential construction
21 and directed a closer integration of planning for school capacity with
22 comprehensive planning.

23
24 The following sections present the guidelines by which the School Board
25 evaluates school facilities; an inventory of existing facilities and planned future
26 facilities; an evaluation of the school system based on these guidelines and
27 determination of need; an analysis of funding; an analysis of coordination
28 between school planning and local land use planning.

29
30 In addition, the Public School Facilities Element Data & Analysis prepared for the
31 Escambia County School District supports the required implementation of school
32 concurrency in Escambia County. The Data & Analysis evaluates the school
33 system and its relationship to development and growth from both a countywide
34 perspective and a closer look at schools within established Concurrency Service
35 Areas (CSAs). A CSA is defined in Policy PSF 2.2.1. The findings and
36 conclusions of the data and analysis support the goals, objectives and policies of
37 the element including the establishment of level of service standards and the
38 delineation of CSAs.

39
40 **GOAL PSF 1 COORDINATE WITH THE SCHOOL BOARD OF ESCAMBIA**
41 **COUNTY**

42
43 **Coordinate with the School Board of Escambia County (herein "School**
44 **Board") to ensure high quality public school facilities that are consistent**
45 **with the Comprehensive Plan and serve to enhance communities. The joint**
46 **procedures referenced in Policy ICE 1.3.1 state that coordination between**

1 the county and the school board is pursuant to the Public School Facility
2 Planning Interlocal Agreement and shall state the obligations of the county
3 under the agreement. Section 163.3177(6)(h)(4), Florida Statutes.

4
5 **OBJ PSF 1.1 Schools as Community Focal Points**

6
7 **Enhance communities and encourage school facilities to serve as**
8 **community focal points through effective school facility design and siting**
9 **standards. The location will be coordinated with the future land use map.**

10
11 **POLICIES**

12
13 **PSF 1.1.1 School Location.** New schools shall be located proximate to the
14 student population they are intended to serve. For the purpose of determining
15 eligibility for transportation, a reasonable walking distance for students to school
16 is one (1) mile for elementary, one and one-half (1-1/2) miles for middle, two (2)
17 miles for high schools; and to a school bus stop, is one-half (1/2) mile for
18 elementary and one (1) mile for middle and high schools. Such mileage shall be
19 measured by the nearest traveled route over which a pedestrian can walk to the
20 nearest entrance to the school or the nearest school bus stop. The distance
21 (permanent residence to school) may be measured by an automobile having an
22 odometer that has been certified for accuracy. Students whose permanent
23 residence is equal to or greater than these distances from the nearest
24 appropriate school or school bus stop, or students who are handicapped, are
25 eligible for transportation. (School Board Policy 6.02 Eligibility for Transportation).

26
27 **PSF 1.1.2 Shared-use and Co-location of School Sites.** Coordinate with the
28 School Board to permit the shared-use and co-location of school sites and
29 County facilities with similar facility needs as described in the Interlocal
30 Agreement for Public School Facility Planning dated April 30th, 2009 (herein
31 "Interlocal Agreement"). The County will identify opportunities for collocation and
32 shared use facilities when preparing updates to the Schedule of Capital
33 Improvements and when planning and designing new community facilities.

34
35 **PSF 1.1.3 Emergency Shelters.** Escambia County will coordinate with the
36 School Board on emergency preparedness issues, including the use of public
37 schools as emergency shelters as required by Section 163.3177(12)(g)(8),
38 Florida Statutes. The School Board will fulfill the building code requirements of
39 Section 1013.372, Florida Statutes, that appropriate new educational facilities
40 can serve as public shelters for emergency management purposes.

41
42 **PSF 1.1.4 School Design.** The School Board will design and ensure
43 performance standards for new school facilities according to the "Design
44 Guidelines and Technical Specifications 2006" Florida Department of Education
45 State Requirements for Educational Facilities (SREF).

1 **OBJ PSF 1.2 Future Land Use and School Siting**

2
3 **Consistent with Section 163.3177, Florida Statutes, the County will include**
4 **sufficient allowable land use designations for schools proximate to**
5 **residential development to meet the projected need for schools.**

6
7 **POLICIES**

8
9 **PSF 1.2.1 Future Land Use Categories.** Consistent with the Escambia County
10 Future Land Use Element, public schools shall be an allowable use in all land
11 use categories, except for Industrial, Mixed-Use Perdido Key, and Recreation
12 and Conservation. The Land Development Code may include siting standards for
13 schools, consistent with the Comprehensive Plan. Escambia County will consider
14 the provisions of Section 1013.33(13), Florida Statutes.

15
16 **PSF 1.2.2 Flood Zones & Coastal High Hazard Area.** New schools shall not be
17 allowed within a velocity flood zone or in a coastal high hazard area as
18 delineated by Escambia County.

19
20 **OBJ PSF 1.3 School Facility Siting and Consistency with the**
21 **Comprehensive Plan**

22
23 **Ensure that the planning, construction, and opening of educational**
24 **facilities are coordinated in time and place, concurrent with necessary**
25 **services and infrastructure, and consistent with the Comprehensive Plan.**

26
27 **POLICIES**

28
29 **PSF 1.3.1 Consistency with Comprehensive Plan.** Escambia County will
30 coordinate with the School Board by giving an informal assessment regarding the
31 consistency of potential new school sites, and significant expansions or potential
32 closures of existing schools, with the Comprehensive Plan, as described in the
33 Interlocal Agreement. The informal assessment reviews, as applicable, the
34 following: environmental suitability, transportation and pedestrian access,
35 availability of infrastructure services, safety concerns, land use compatibility,
36 consistency with community vision and other relevant issues.

37
38 **PSF 1.3.2 Review of School Sites.** Escambia County shall review potential new
39 school sites, and significant expansions or potential closures of existing schools,
40 for consistency with the following criteria:

- 41
42 a. That school sites are compatible with present and projected uses
43 of adjacent property.
44 b. The locations of proposed new elementary schools are
45 proximate to the student population they are intended to serve.

- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the Comprehensive Plan.
- h. The site is not in conflict with Escambia County stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

Escambia County shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

PSF 1.3.3 School Expansion into Unincorporated Portion of County. When a new school or significant expansion to an existing school is proposed within unincorporated Escambia County, the County shall review the proposed development according to the terms of the Interlocal Agreement for Site Plan Review Requirements for School Board Projects.

OBJ PSF 1.4 Pedestrian Access to Schools

Improve safe student access to school facilities, and reduce hazardous walking conditions, in coordination with the School Board and consistent with the Florida Safe Ways to School Program.

1 **POLICIES**

2
3 PSF 1.4.1 **Bicycle and Pedestrian Access.** All public schools shall provide
4 bicycle and pedestrian access consistent with Florida Statutes. Parking at public
5 schools will be provided consistent with Escambia County's Land Development
6 Code (LDC) requirements.

7
8 PSF 1.4.2 **Sidewalk Master Plan.** Upon completion of the County's sidewalk
9 inventory, the County will create a sidewalk master plan to comprehensively
10 address bicycle and pedestrian needs. The plan will include a focus on bicycle
11 and pedestrian needs relating to school facilities.

12
13 PSF 1.4.3 **Sidewalk/Pedestrian Improvements.** To ensure continuous
14 pedestrian access to public schools, priority for County sidewalk/pedestrian
15 improvements will be given to cases of hazardous walking conditions pursuant to
16 Section 1006.23, Florida Statutes, and specific provisions for constructing such
17 facilities will be included in the schedule of capital improvements adopted each
18 fiscal year.

19
20 PSF 1.4.4 **New Development Adjacent to School Property.** New
21 developments adjacent to existing or planned school sites shall be required to
22 provide a right-of-way and an access path for pedestrian travel.

23
24 PSF 1.4.5 **Sidewalk Requirements for Residential Development near**
25 **Schools.** New residential developments within 2 miles of an existing or planned
26 school, as measured by the nearest traveled route over which a pedestrian can
27 walk to the nearest entrance to the school measured by an automobile having an
28 odometer that has been certified for accuracy, shall be required to provide
29 sidewalks along all roads interior to the subdivision. In addition, sidewalks shall
30 be placed along all collector, arterial, and local roads abutting the subdivision to
31 the subdivision property line, where it has been determined that the most direct
32 route from the subdivision to the school is along those roadways. The location,
33 width and other details of the sidewalks shall be as set forth in the LDC.

34
35 PSF 1.4.6 **Sidewalks for Commercial Development near Schools.** New
36 commercial developments within 2 miles of an existing or planned school, as
37 measured by the nearest traveled route over which a pedestrian can walk to the
38 nearest entrance to the school measured by an automobile having an odometer
39 that has been certified for accuracy, are encouraged to provide sidewalks along
40 their street frontage. The location, width and other details of the sidewalks shall
41 be as set forth in the LDC.

42
43 PSF 1.4.7 **Coordination with FL-AL TPO.** Coordinate with the FL-AL TPO to
44 ensure funding for safe access to schools including participation in the Bicycle
45 Pedestrian Advisory Committee and the Community Traffic Safety Team.

46

1 **OBJ PSF 1.5 Coordinate Future Land Use Map Amendments to Maintain**
2 **School Capacity**

3
4 **It is the objective of Escambia County to coordinate petitions for future**
5 **land use changes to maintain adequate school capacity to meet future**
6 **growth needs. This objective will be accomplished recognizing the School**
7 **Board's statutory and constitutional responsibility to provide a uniform**
8 **system of free and adequate public schools, and the County's authority for**
9 **land use, including the authority to approve or deny petitions for**
10 **comprehensive plan amendments, re-zonings or final plat and site plans**
11 **that generate students and impact the Escambia County school system.**

12
13 **POLICIES**

14
15 **PSF 1.5.1 School Board Review and Input.** As per Section 7.6 of the Interlocal
16 Agreement, Escambia County shall take the School Board comments and
17 findings on the availability of adequate school capacity into consideration when
18 reviewing comprehensive plan amendments and other land use decisions.

19
20 **PSF 1.5.2 Determining Impact of Future Land Use Changes.** The School
21 Board shall use the adopted student generation rates to estimate the potential
22 impact of a proposed future land use change on available school capacity. When
23 such analysis projects a potential deficiency, the School Board shall include in its
24 comments how it will propose to meet the projected demand. The County will
25 take these comments into consideration per Policy PSF 1.5.1 prior to approving
26 or denying any future land use change.

27
28 **OBJ PSF 1.6 Address Corrections to Existing School Facilities Deficiencies**
29 **and Facilities Needed to Meet Future Needs**

30
31 **The Escambia County School Board shall make reasonable attempts to**
32 **address existing school facility deficiencies and make attempts to meet**
33 **and plan for existing and future needs.**

34
35 **POLICIES**

36
37 **PSF 1.6.1 Coordination with School District Capital Projects Planning.** The
38 School Board shall make every effort to ensure that capital projects designed to
39 address capacity/Level of Service (LOS) deficiencies are shared with Escambia
40 County Planning Staff via periodic Tentative District Educational Facilities Plan
41 reviews as set forth in Interlocal Agreement Subsection 3.1.

42
43 **PSF 1.6.2 Working Group Coordination with School District.** The staff
44 working group established in Interlocal Agreement Subsection 1.1 will assist the
45 School Board in an advisory capacity in the preparation of all updates to the
46 Educational Plant Survey. The staff working group will evaluate and make

1 recommendations regarding the location and need for new, significant renovation
2 or expansion, and closures of educational facilities, and the consistency of such
3 plans with the local government comprehensive plan and relevant issues listed in
4 subsections 5.3, 7.6, 7.7, and 8.1 of the Interlocal Agreement.

5
6 **PSF 1.6.3 Address Access to Capital Improvements Elements.** The County is
7 required to implement the adoption of annual plan amendments adding a new
8 fifth year, updating the financially feasible public schools capital facilities
9 program, coordinating the program with the 5-year district facilities work plan, the
10 plans for other local governments, and, as necessary, updates to the
11 concurrency service area map. The annual plan amendments shall ensure that
12 the capital improvements program continues to be financially feasible and that
13 the level of service standards will continue to be achieved and maintained.
14 (Section 163.3177(12)(g)1, Florida Statutes, ~~Rule 9J-5.025(3)(c)2, Florida~~
15 ~~Administrative Code~~).

16
17 **GOAL PSF 2 SCHOOL BOARD TO COORDINATE WITH ESCAMBIA**
18 **COUNTY**

19
20 **The School Board will coordinate with the County to assure the future**
21 **availability of public school facilities to serve new development will be**
22 **consistent with the adopted level of service standards. This goal will be**
23 **accomplished recognizing the School Board's statutory and constitutional**
24 **responsibility to provide a uniform system of free and adequate public**
25 **schools, and the County's authority for land use, including the authority to**
26 **approve or deny comprehensive plan amendments, re-zonings or other**
27 **development orders that generate students and impact the County's school**
28 **system.**

29
30 **OBJ PSF 2.1 Level of Service Standards**

31
32 **Coordinate with the School Board to ensure that the capacity of schools is**
33 **sufficient to support residential development at the adopted level of service**
34 **(LOS) standards within the period covered by the 5-year schedule of capital**
35 **improvements, and the long range planning period. The adopted LOS**
36 **standards shall be achieved by the conclusion of the first 5-year schedule**
37 **of capital improvements and the LOS standards shall be maintained each**
38 **subsequent year. These standards shall be consistent with the Interlocal**
39 **Agreement agreed upon by the School Board, the County, and the local**
40 **municipalities.**

41
42 **POLICIES**

43
44 **PSF 2.1.1 Consistency.** The LOS standards set forth herein shall be applied
45 consistently by all local governments within Escambia County and by the School
46 Board to all schools of the same type.

1
 2 **PSF 2.1.2 Level of Service Standards.** Consistent with the Interlocal
 3 Agreement, the County and School Board agree to the following level of service
 4 standards for school concurrency in Escambia County, based on Florida
 5 Inventory of School Houses (FISH) permanent capacity and maximum school
 6 size by type. In calculating achievement of LOS, modular capacity is considered
 7 permanent FISH capacity and relocatables/portables are not considered
 8 permanent FISH capacity. Permanent FISH capacity includes permanent
 9 buildings and Modular Capacity for modular buildings that are Type II Non-
 10 combustible and have a 40 year life span. School enrollment shall be based on
 11 the annual enrollment of each school based on actual counts reported to the
 12 Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL-OF-SERVICE STANDARD
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

23 **PSF 2.1.3 Amending Level of Service Standards.** Potential amendments to the
 24 LOS standards shall be considered at least annually at the staff working group
 25 meeting referenced in Policy ICE 1.3.6. If there is consensus to amend any level
 26 of service, it shall be accomplished by the execution of an amendment to the
 27 Interlocal Agreement by all parties and the adoption of amendments to the
 28 County, City and Town's comprehensive plans. The amended LOS shall not be
 29 effective until all plan amendments are effective and the amended Interlocal
 30 Agreement is fully executed.

32 **PSF 2.1.4 Financial Feasibility of LOS.** No LOS standard shall be amended
 33 without a showing that the amended LOS standard is financially feasible,
 34 supported by adequate data and analysis, and can be achieved and maintained
 35 through the five-year schedule for capital improvements.

37 **OBJ PSF 2.2 School Concurrency Service Areas**

38
 39 **The School Board shall establish School Concurrency Service Areas as the**
 40 **areas within which an evaluation is made to determine if adequate school**
 41 **capacity exists based on the adopted level of service standards.**
 42 **Concurrency service areas shall be designed so that the adopted level of**
 43 **service will be achieved within the period covered by the first five years of**
 44 **the five-year schedule of capital improvements. After the first five-year**
 45 **schedule of capital improvements, the level of service must be maintained**

1 within each year of subsequent five-year schedules of capital
2 improvements.

3
4 **POLICIES**

5
6 **PSF 2.2.1 Concurrency Service Areas.** The Concurrency Service Area (CSA)
7 is the area within which capacity determinations are made as part of the
8 concurrency management system. The PSFE establishes the CSAs as the entire
9 school district by service level, elementary, middle, and high school (district-
10 wide). District-wide: Elementary grades k – 5, District-wide: Middle grades 6 – 8,
11 and District-wide: High grades 9 – 12. For special purpose centers, charter
12 schools, and magnet schools the concurrency service area shall also be district-
13 wide.

14
15 **PSF 2.2.2 Maximize Capacity Utilization.** Concurrency service areas shall
16 maximize capacity utilization, taking into account transportation costs, limiting
17 maximum student travel times, achieving socio-economic, racial and cultural
18 diversity objectives, and other relevant factors as related to the School Board's
19 policy on maximization of capacity.

20
21 **PSF 2.2.3 Amending Concurrency Service Areas.** Potential amendments to
22 the concurrency service areas shall be considered annually at the staff working
23 group meeting referenced in Policy ICE 1.3.4. If there is consensus to amend the
24 concurrency service areas to establish boundaries other than those stipulated
25 above, it shall be accomplished by a written execution of an amendment to the
26 Interlocal Agreement by all parties and by the amendment to the County, City
27 and Town's comprehensive plans. The amended concurrency service areas shall
28 not be effective until the amended Interlocal Agreement is fully executed and
29 comprehensive plan amendments are in effect. Amendments to the concurrency
30 service areas that keep the CSAs District-wide by service level shall be agreed
31 upon by all parties and shall not require comprehensive plan amendments.

32
33 **OBJ PSF 2.3 Student Generation Rates**

34
35 **The School Board will work with Escambia County, City of Pensacola, and**
36 **Town of Century to establish student generation rates that will be used to**
37 **determine the impact of development on public school facilities.**

38
39 **POLICIES**

40
41 **PSF 2.3.1 Student Generation Rates.** Consistent with the Interlocal Agreement,
42 the School Board staff, working with the County staff and municipal staffs, will
43 develop and apply student generation multipliers for residential developments by
44 dwelling unit type (single family or multi-family) for each school type (elementary,
45 middle, K-8, high, or center), considering past trends in student enrollment in
46 order to project future public school enrollment.

1
2 PSF 2.3.2 **Calculating Student Generation Rates.** The student generation
3 rates shall be calculated by the School Board and the County, in accordance with
4 professionally accepted methodologies. The student generation rates shall be
5 determined annually, with input from the staff working group.

6
7 **OBJ PSF 2.4 Process for School Concurrency Implementation**

8
9 **Establish a joint process for implementation of school concurrency, in**
10 **coordination with the School Board, which includes applicability, capacity**
11 **determination, and availability standards. Manage the timing of residential**
12 **subdivision and site plan approvals to ensure adequate school capacity is**
13 **available consistent with adopted level of service standards for public**
14 **school concurrency.**

15
16 **POLICIES**

17
18 PSF 2.4.1 **Applicability Standards.** School concurrency implementation applies
19 to residential development or a phase of residential development requiring an
20 approval of subdivision plat, site plan, or its functional equivalent, proposed or
21 established. Prior to the adoption of the land development regulations, Escambia
22 County shall use the comprehensive plan policies as the development
23 regulations as set forth in Interlocal Agreement Subsection 4.3.

24
25 PSF 2.4.2 **Exempted Development.** The following residential development shall
26 be considered exempt from the school concurrency requirements:

- 27
28 a. Single family lots of record; master plans that have received final
29 subdivision plat approval prior to June 24, 2009, the effective date
30 of the PSFE; and single family subdivision plats actively being
31 reviewed or that have received preliminary plat approval at the time
32 of adoption of the PSFE, April 30, 2009.
33 b. Residential developments that have received final site plan
34 approval prior to June 24, 2009, the effective date of the PSFE, or
35 residential site plans actively being reviewed at the time of adoption
36 of the PSFE, April 30, 2009.
37 c. Amendments to residential site plans or subdivisions that were
38 previously approved prior to June 24, 2009, the effective date of the
39 PSFE, and that do not increase the number of students generated
40 by the development based on the adopted student generation
41 rates.
42 d. Age restricted developments that are subject to deed restrictions
43 prohibiting the permanent occupancy of a resident under the age of
44 fifty-five (55). Such deed restrictions must be recorded and must be
45 irrevocable for a period of at least thirty (30) years.

1 e. Group quarters that do not generate students, including facilities
2 such as local jails, prisons, hospitals, bed and breakfast, motels
3 and hotels, temporary emergency shelters for the homeless, adult
4 halfway houses, firehouse dorms, college dorms exclusive of
5 married student housing, and religious non-youth facilities.
6

7 **PSF 2.4.3 Capacity Determination Standards.** Escambia County shall adopt
8 LDC provisions to establish the application procedure and process for evaluating
9 school capacity and making concurrency determinations consistent with the
10 Interlocal Agreement. The School Board shall be responsible for conducting
11 concurrency reviews. The School Board may choose to provide an informal
12 assessment of school concurrency at the time of preapplication. The test of
13 concurrency shall be at preliminary plat, site plan, or functional equivalent
14 approval.
15

16 **PSF 2.4.4 School Board Findings.** The School Board's findings and
17 recommendations shall address whether adequate capacity exists for each
18 affected concurrency service area, based on the level of service standards. If
19 adequate capacity does not exist, the School Board findings shall address
20 whether appropriate mitigation can be accepted. If mitigation can be accepted,
21 the School Board's findings shall identify the accepted form of mitigation that is
22 consistent with the policies set forth herein.
23

24 **PSF 2.4.5 Determination of Insufficient Capacity.** For the review process, the
25 School Board shall use the first three years of the Five-Year Work Facilities
26 Program for determinations. Any relevant programmed improvements in years
27 four or five of the five-year schedule of improvements shall not be considered
28 available capacity for the project unless funding for the improvement is assured
29 through School Board funding to accelerate the project, through proportionate fair
30 share mitigation, or some other means of assuring adequate capacity will be
31 available within the first three years. The School Board may choose to use
32 relocatable classrooms to provide temporary capacity while funded schools or
33 school expansions are being constructed. In the event that the School Board
34 finds that there is not sufficient capacity in the affected concurrency service
35 area(s) to address the impacts of a proposed development, the following
36 standards shall apply:
37

- 38 a. The project must provide capacity enhancement sufficient to
39 meet its impacts through proportionate share mitigation; or
- 40 b. Approval of the site plan or final plat (or functional equivalent)
41 must be delayed to a date when the capacity enhancement
42 necessary to maintain level of service can be assured; or
- 43 c. A condition of approval of the site plan or preliminary plat (or
44 functional equivalent) shall be that the project's development order
45 and/or building permits shall be delayed to a date when the

1 capacity enhancement necessary to maintain level of service can
2 be assured.

3
4 **PSF 2.4.6 Availability Standard.** Where capacity will not be available to serve
5 students generated by a residential development the County shall use the lack of
6 school capacity as a basis for denial of petitions for final plats, site plans or
7 functional equivalents. However, the County shall not deny a petition for a final
8 plat, site plan, or functional equivalent due to a failure to achieve and maintain
9 the adopted level of service for public school capacity where:

- 10
11 a. Adequate school facilities will be in place or under actual
12 construction within three years after the issuance of the final plat or
13 site plan or functional equivalent; or
14 b. The developer executes a legally binding commitment with the
15 School Board to provide mitigation proportionate to the demand for
16 public school facilities to be created by the actual development of
17 the property subject to the final plat or site plan (or functional
18 equivalent) as provided in the Interlocal Agreement.

19
20 **OBJ PSF 2.5 Proportionate Share Mitigation**

21
22 **Coordinate with the School Board to provide proportionate share**
23 **mitigation alternatives that are financially feasible and will achieve and**
24 **maintain the adopted level of service standard consistent with the School**
25 **Board's adopted financially feasible Five-Year Facilities Work Program.**

26
27 **POLICIES**

28
29 **PSF 2.5.1 Acceptable Mitigation.** The School Board shall allow mitigation for
30 developments that would otherwise cause the LOS standards to be exceeded.
31 Mitigation options shall include the following: contribution of, or payment for,
32 acquisition of new or expanded school sites; construction or expansion of
33 permanent school facilities; mitigation banking, the creation of mitigation banking
34 based on the construction of a public school facility in exchange for the right to
35 sell excess capacity credits within the same concurrency service area; and
36 charter schools, provided they are constructed to SREF standards, so that they
37 can be relied on over the longer term as public school capacity, designed to
38 whatever minimum size and specifications established by the School Board to
39 ensure that if the School Board is required, it can efficiently operate the school,
40 or such mitigation options acceptable to all parties.

41
42 **PSF 2.5.2 CIP and Proposed Mitigation.** Proposed mitigation must be directed
43 toward a permanent capacity improvement identified in the School Board's
44 financially feasible Five-Year Facilities Work Program. However, the School
45 Board may accept mitigation in the form of an improvement not identified on the
46 Five-Year Facilities Work Program and commit to add the needed improvement

1 to the Five-Year Facilities Work Program. The School Board must find that any
2 proposed mitigation will satisfy the demands created by the proposed
3 development consistent with the adopted level of service standards, and the
4 mitigation shall be assured by a legally binding development agreement between
5 the School Board, the County, and the applicant executed prior to the issuance of
6 the final plat, site plan or functional equivalent.

7
8 **PSF 2.5.3 Shifting Impacts.** The School Board shall evaluate how the impacts
9 of a development shall be shifted. Measures to maximize capacity, including
10 modifications to concurrency service areas in lieu of shifting development
11 impacts, can be considered.

12
13 **PSF 2.5.4 Relocatable Classrooms.** Relocatable classrooms will not be
14 accepted as mitigation. Modular classrooms are not considered relocatable for
15 purposes of acceptable mitigation.

16
17 **PSF 2.5.5 Calculation Proportionate Share Mitigation.** The applicant's total
18 proportionate-share mitigation obligation to resolve a capacity deficiency shall be
19 based on the following formula for each school level: multiply the number of new
20 student stations required to serve the new development by the average cost per
21 student station, as determined by the Department of Education's most current
22 cost per student station applicable to Escambia County plus land costs. The
23 average cost per student station shall include school facility development costs
24 and land costs. The applicant's proportionate-share mitigation obligation will be
25 credited toward any other impact fee or exaction imposed by local ordinance for
26 the same need, on a dollar-for-dollar basis, at fair market value.

27
28 **PSF 2.5.6 School Facility Map.** Consistent with Section 163.3177(12)(h),
29 Florida Statutes, the Public School Facilities Element shall include future
30 conditions maps showing existing and, where practical, anticipated schools over
31 the five-year and long-term planning periods. The maps of necessity may be
32 general over the long-term planning period and do not prescribe a land use on a
33 particular parcel of land. The Public Schools Facilities Element Maps are
34 attached herein to this ordinance as Exhibit S.

35
36 **PSF 2.5.7 Long Range Public School Facility Map.** The County is to address
37 coordination of the long range public school facility map with the local
38 government's comprehensive plan, including the Future Land Use Map. (Section
39 163.3177(12)(g)9, Florida Statutes; ~~Rule 9J-5.025(3)(c)6, Florida Administrative~~
40 ~~Code.~~)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2168

Growth Management Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 03/01/2012

Issue: Schedule of a Public Hearing

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

Information

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday March 15, 2012

Action Item - Bridlewood Subdivision Final Plat

B. Thursday April 5, 2012

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on March 12, 2012:

Case No.: Z-2012-01
Location: 9869 North Loop Rd
Property Reference No.: 13-3S-31-7101-000-001
14-3S-31-2101-000-000
Property Size: 43.4 (+/-) acres
From: RR, Rural Residential District, (cumulative) Low Density
To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 2
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr.

Case No.: Z-2012-02
Location: 10095 Hillview Road
Property Reference No.: 53-1S-30-2000-000-000;53-1S-30-2000-000-005
53-1S-30-2000-000-001
Property Size: 13.2 (+/-) acres
From: R-4, Multi-Family District (cumulative) Medium High Density

To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density
FLU Category: MU- U, Mixed Use Urban
Commissioner District: 5
Requested by: Jesse Rigby, Agent for Baptist Health Care and Baptist Manor

Case No.: Z-2012-03

Location: 1804 N Blue Angel Pkwy
Property Reference No.: 12-2S-31-3102-000-001
Property Size: 1.94 (+/-) acres
From: R-3, One Family and Two Family District (cumulative) Medium Density
To: C-2, General Commercial and Light Manufacturing District (cumulative)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 1
Requested by: Shanda Carlson, Agent for Peggy Green, Owner

2. 5:46 p.m. - A Public Hearing- LDC Ordinance - Article 2 "Application for Rezoning"

3. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 6 "Zoning Category"



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2210

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: Upgraded Full Traffic Signal at the Intersection of Highway 90 and North Davis Highway

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Resolution Expressing Escambia County's Support for an Upgraded Full Traffic Signal at the Intersection of Highway 90 and North Davis Highway - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action regarding the Resolution supporting an upgraded full traffic signal at the intersection of Highway 90 and North Davis Highway:

- A. Adopt the Resolution; and
- B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The intersection of Highway 90 and North Davis Highway is the East entrance to the University of West Florida. The existing traffic signal with concrete structural poles and tensioned wires is not adequate to withstand hurricane weather conditions. As part of their Campus Master Plan, the University is engaging in a partnership with private businesses to facilitate significant land development near the University's East entrance. The installation of an upgraded full traffic signal at this intersection would provide better access to the University and other planned improvements in the immediate area.

BUDGETARY IMPACT:

No budgetary impact to Escambia County. The expenses of the purchase and installation of the new mast arm would be the responsibility of Florida Department of Transportation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been prepared and reviewed by Kristin Hual, Assistant County Attorney, and also approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

resolution - signal for hwy 90 & n. davis hwy

RESOLUTION NUMBER R2012-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT FOR AN UPGRADED FULL TRAFFIC SIGNAL AT THE INTERSECTION OF HIGHWAY 90 AND NORTH DAVIS HIGHWAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intersection of Highway 90 and North Davis Highway is the East entrance to the University of West Florida; and

WHEREAS, the existing traffic signal with concrete structural poles and tensioned wires is not adequate to withstand hurricane weather conditions; and

WHEREAS, as part of a Campus Master Plan, the University is engaging in a partnership with private businesses to facilitate significant land development near the University's East entrance; and

WHEREAS, the installation of an upgraded full traffic signal at the intersection of Highway 90 and North Davis Highway would provide better access to the University of West Florida and other planned improvements in the immediate area.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida:

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

SECTION 2. That the Board finds that the traveling public and residents of the community would benefit from the installation of an upgraded full traffic signal with structural mast arms at the intersection of Highway 90 and North Davis Highway to provide better access to the University of West Florida and other planned improvements in the immediate area.

SECTION 3. That the Board supports the installation of an upgraded full traffic signal with structural mast arms at the intersection of Highway 90 and North Davis Highway near the University of West Florida's East entrance in Escambia County, Florida.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

SECTION 5. That the Clerk shall forward a copy of this Resolution to Governor Rick Scott; Representatives Douglas Vaughn Broxson, Clay Ford, Matt Gaetz, and Clay

Ingram; Senators Greg Evers and Don Gaetz; Ananth Prasad, P.E., Secretary Of Transportation, FDOT; James T. Barfield, P.E, District Three Secretary, FDOT.

Adopted on the ____ day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Mustang*

Title: *HCH*

Date: *2/16/12*

**EXPRESSING ITS SUPPORT FOR AN UPGRADED FULL TRAFFIC SIGNAL AT THE
INTERSECTION OF HIGHWAY 90 AND NORTH DAVIS HIGHWAY RESOLUTION
Address for Clerk to the Board:**

**Office of Governor Rick Scott
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001**

**Representative Douglas Vaughn Broxson
2990-C Gulf Breeze Parkway
Gulf Breeze, FL 32563-3100**

**Representative Clay Ford
1804 W. Garden St.
Pensacola, FL 32502-4418**

**Representative Matt Gaetz
1188 Eglin Parkway
Shalimar, FL 32579-1227**

**Representative Clay Ingram
9999 University Parkway
Pensacola, FL 32514-5711**

**Senator Greg Evers
598 North Ferdon Blvd.
Crestview, FL 32536**

**Senator Don Gaetz
4300 Legendary Drive
Suite 230
Destin, FL 32541**

**Ananth Prasad, P.E., Secretary
Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399-0450**

**James T. Barfield, P.E.
District Three Secretary
Florida Department of Transportation
PO Box 607
Chipley, FL 32428**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2199

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: Interlocal Agreement with Pensacola State College for Provision of Student Clinical Training (911 PS Telecommunicator)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training, College Contract Number 2012126:

- A. Approve the Interlocal Agreement to allow clinical learning experiences for students enrolled in Pensacola State College professional programs in the 911 Public Safety Telecommunicator curricula, through the Public Safety Department's (911) Emergency Communications Center (ECC); and
- B. Authorize the Chairman to sign the Interlocal Agreement.

BACKGROUND:

The Interlocal Agreement provides students enrolled in professional programs in the 911 Public Safety Telecommunicator curricula offered by Pensacola State College the opportunity to obtain the learning experiences required in such programs. Students of those programs will gain learning experiences under the supervision of Public Safety Department staff in the Escambia County (911) ECC.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the document as to form and legal sufficiency on February 14, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Following BCC approval, Trisha Pohlmann, Public Safety Business Operations Manager, will ensure the appropriate original is returned to PSC for its files. Mike Moring, Public Safety Communications Division Manager, will oversee implementation of the Agreement and, in cooperation with College instructors will develop a schedule to ensure that eligible students have the opportunity to participate in clinical training opportunities.

Attachments

IA w PSC for 911 Clinical Training

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA FOR
THE PROVISION OF CERTAIN STUDENT CLINICAL TRAINING**

THIS AGREEMENT entered into on this ____ day of _____, 2012, by and between the District Board of Trustees of Pensacola State College, Florida whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College"), and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and the College are authorized by Section 163.01, Florida Statutes et seq., to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the College has established certain State approved professional programs in the 911 Public Safety Telecommunicator occupations, and such programs may provide students an opportunity to obtain the 911 Public Safety Telecommunicator learning experiences set forth in the curricula of the approved programs; and

WHEREAS, the Public Safety Bureau of Escambia County has a 911 Public Safety Telecommunicator operation in which the students can acquire certain of the 911 Public Safety Telecommunicator learning experiences required in the curricula of the aforementioned approved programs; and

WHEREAS, it is to the mutual benefit of the parties hereto to cooperate in the providing of 911 Public Safety Telecommunicator education to students of said related occupations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the College and County agree as follows:

- 1) The administration of public telecommunication education and the planning, selecting, and supervision of 911 Public Safety Telecommunicator learning experiences for the students shall be the responsibility of and under the control and supervision of the College and shall be administered by the departmental faculties, and in administering these programs, the College shall:
 - a) Provide instructors who shall be qualified to teach in their respective fields.

- b) Provide supervision and instruction required in the program unless, in specific instances, other provisions are mutually agreed upon.
- c) Maintain professional liability insurance covering students with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a student arising out of participation in the training program described herein. College will provide a Certificate of such insurance to Escambia County upon request.
- d) Maintain accidental medical, death and dismemberment insurance for students enrolled in 911 Public Safety Telecommunicator programs, with limits of \$15,000.00 for accidental medical expenses, and limits of \$25,000.00 for accidental death or dismemberment. Certificate of such insurance shall be provided to County upon Request.
- e) Supply the material for the keeping of permanent records of students, maintain all correspondence and pay for all office work incidental thereto.
- f) Retain only those students whose conduct and performance is in accordance with the standards set forth by acceptable practice.
- g) Plan schedules for student 911 Public Safety Telecommunicator experience, said plans to have the approval of the appropriate County department head prior to the beginning of the experience period.
- h) Notify the County in writing of the number of students who will be reporting at least two weeks prior to the beginning of the experience period.
- i) Ensure that the students comply with any and all rules and regulations mutually agreed upon by the College and the County for the governing of the trainees.
- j) Prohibit the publication by the trainees and faculty or staff members of any material relative to their 911 Public Safety Telecommunicator experience that has not been approved for release for publication by the County and the College.
- k) College agrees that in no case shall its students, employees, or agents remove or cause to be removed any original or copied protected health information (as defined a the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") from the physical premises of the County. College agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of the Agreement.

- l) Ensure that all participating students, supervisors, employees, and agents will fully comply with County privacy practices and procedures and its Notice of Privacy Practices.
 - m) Ensure that all students assigned have passed required background checks and drug screening.
 - n) Require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit "A" and a Statement of Confidentiality in the form attached hereto as Exhibit "B".
 - o) College understands and agrees that College departmental faculty will be not be permitted to participate in the 911 Public Safety Telecommunicator exercises at the Escambia County Bureau of Public Safety.
- 2) The administration for 911 Public Safety Telecommunicator operations at the Escambia County Bureau of Public Safety shall be the responsibility of and under the control and supervision of the County and shall be administered through the County staff, and in so doing, they shall:
 - a) Cooperate with the College departmental faculty in planning and administering a suitable program for the students. Joint meetings between the appropriate administration of the College and the appropriate administration of the County shall be held semi-annually in this regard.
 - b) Permit, upon request, the inspection of its 911 Public Safety Telecommunicator operations and related facilities by agencies charged with the responsibility for accreditation of College programs, contingent upon said agencies' representatives satisfactorily meeting all requirements of the Cooperating Agency to gain access to said facilities.
- 3) Students and College staff shall not receive any compensation, remuneration or reimbursement from County for assigned 911 Public Safety Telecommunicator hours performed as part of the program described herein.
- 4) The parties hereto shall cooperate in periodic and terminal evaluation of these programs.
- 5) Any records that are generated as part of the students' participation in the program as it relates to the 911 Public Safety Telecommunicator customers shall be the property of the County. The College and its students agree to keep and maintain any and all records as may be required by federal, state, or local law and regulations including County policies and procedures. College agrees that in no event shall its program Participants, students, supervisors, employees, or agents remove or cause to be removed any original or copied records from the physical premises of the County.

College agrees that removing or causing the removal of records, whether in original, electronic or copied form, will constitute ground for immediate dismissal of the involved program participant, student, supervisor, employee, or agent from the program.

- 6) This Agreement shall commence on **January 1, 2012** and will terminate on **December 31, 2012**, whereupon it shall be automatically renewed for four (4) successive renewal terms of one (1) year each, unless either party shall give notice of its intent not to renew in writing at least thirty (30) days prior to the termination of the initial term or any renewal term.
- 7) Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.
- 8) All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To PSC:

President
Pensacola State College
1000 College Boulevard
Pensacola, Florida 32504

To County:

County Administrator
Escambia County Government Complex
221 Palafox Place, Room 300
Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

- 9) It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

10) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

11) 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12) This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

13) The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of a party.

14) Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, or the College.

15) This Agreement, after being properly executed by both parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document in the office of the Clerk of the Circuit Court upon receipt of the executed Agreement from the College.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County commissioners, through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2012, and The District Board of Trustees of Pensacola State College, Florida by and through its President, duly authorized to execute same by the District Board of Trustees on the 8th day of February, 2012.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 2/14/12

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS.

By: _____
Wilson B. Robertson, Chairman
_____ day of _____, 2012

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA, the governing body of an agency of the State of Florida

By: [Signature]
C. Edward Meadows, President
8th day of February, 2012

Approved as to Form:

By: [Signature]
Thomas J. Gilliam, Jr. – Attorney
for Pensacola State College

EXHIBIT "A"

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience of performing 911 Public Safety Telecommunicator functions of _____ ("Cooperating Agency"), the undersigned, and his/her heirs, successors, and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by The District Board of Trustees of Pensacola State College, Florida at Cooperating Agency unless such injury or loss arises solely out of Cooperating Agency's gross negligence or willful misconduct.

Dated this ____ day of _____, 2012.

Program Participant

Print Name: _____

WITNESS:

Print Name: _____

EXHIBIT "B"

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between The District Board of Trustees of Pensacola State College, Florida ("School") and _____ ("Cooperating Agency") to keep confidential information of Cooperating Agency. The undersigned agrees, under the penalty of law, not to reveal to any person or persons except authorized staff and associated personnel any specific information regarding any 911 Public Safety Telecommunicator customer, and further agrees not to reveal to any third party any confidential information of Cooperating Agency.

Dated this _____ day of _____, 2012.

Program Participant

Print Name: _____

WITNESS:

Print Name: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1724

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: Interlocal Agreement with Pensacola State College for Provision of Student Clinical Training (EMS)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for the Provision of Certain Student Clinical Training, College Contract Number 2012255:

- A. Approve the Interlocal Agreement (IA), superseding the prior IA dated November 5, 2009, to continue clinical learning experiences, under the auspices of Escambia County Emergency Medical Services, for students enrolled in Pensacola State College professional training programs in applied health occupations; and,
- B. Authorize the Chairman to sign the Interlocal Agreement.

BACKGROUND:

This IA supercedes in its entirety the prior Agreement between Escambia County and the District Board of Trustees of Pensacola Junior College for the provision of certain clinical training, dated November 5, 2009. The recommended Agreement maintains the provisions of the previous Agreement, making only corrections clerical in nature such as the recent name change of the College. Through the Agreement, students enrolled in applied health occupation training courses offered by Pensacola State College are being provided the opportunity to learn in a field environment under the auspices of Escambia County EMS.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the document as to form and legal sufficiency on February 3, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Following BCC approval, Trisha Pohlmann, Public Safety Business Operations Manager, will ensure the appropriate original is returned to PSC for its files. Pat Kostic, Public Safety EMS Manager, will oversee implementation of the Agreement and, in cooperation with College instructors will develop a schedule to ensure that eligible students have the opportunity to participate in clinical training opportunities.

Attachments

IA w PSC for EMS Clinical Training

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE DISTRICT BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE, FLORIDA
FOR THE PROVISION OF STUDENT CLINICAL TRAINING**

This Interlocal Agreement, made and entered into this _____ day of _____, 2012, by and between The District Board of Trustees of Pensacola State College, Florida whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College"), and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and the College are authorized by Section 163.01, Florida Statutes et seq., to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the College has established certain State approved professional training programs in applied health occupations, and such programs require the provision of training facilities in which the students can obtain the learning experiences set forth in the curricula of the approved programs; and

WHEREAS, Emergency Medical Services (EMS), a Division of the Public Safety Department of Escambia County has clinical facilities (ambulances) where students can acquire certain learning experiences required in the curricula of the aforementioned programs; and

WHEREAS, it is beneficial for the College to enter into an Agreement with the County to ensure the practical aspects of this curricula are fully met and address the student training for health related occupations. Furthermore, it is beneficial for the County to utilize additional manpower provided by student participants.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the College and County agree as follows:

1. This Agreement hereby supersedes in its entirety the prior Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola Junior College, Florida for the Provision of Certain Student Clinical Training, dated November 5, 2009.

2. The administration of health related education and the planning, selecting, and supervision of training experiences for the students shall be the responsibility of and

under the control and supervision of the College and shall be administered by the departmental faculties and in administering these programs, the College shall:

- A. Be responsible for, and will directly control, the teaching and training of the students by providing competent instructors for the planning, implementation, instruction, teaching, guidance and supervision of the students.
- B. Provide supervision and instruction required in the program unless, in specific instances, other provisions are mutually agreed upon.
- C. Maintain professional liability insurance covering students, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a student arising out of participation in the training program described herein. College will provide a Certificate of such insurance to Escambia County upon request.
- D. Maintain accidental medical, death and dismemberment insurance for students enrolled in health programs, with limits of \$15,000.00 for accidental medical expenses, and limits of \$25,000.00 for accidental death or dismemberment. Certificate of such insurance shall be provided to Escambia County upon request.
- E. Supply the material for the keeping of permanent records of students, maintain all correspondence and pay for all office work incidental thereto.
- F. Retain only those students whose conduct and performance is in accordance with the standards set forth by acceptable practice.
- G. Plan schedules for student training, with schedules subject to the approval of the County prior to the beginning of the training period.
- H. Notify the County in writing of the number of students who will be reporting at least two weeks prior to the beginning of the training period.
- I. Ensure that the students comply with any and all rules and regulations mutually agreed upon by the College and the County for the governing of the trainees.
- J. Provide necessary books, periodicals, teaching equipment, supplies and materials needed for specific instances of instruction by the Field Training Officers (FTOs).
- K. Assign a faculty member of the College to be the point of contact available for consultation with the FTO(s) and the County.

L. Prohibit the publication by the trainees and faculty or staff members of any material relative to their training experience that has not been approved for release for publication by the County and the College.

M. College agrees that in no case shall its students, employees, or agents remove or cause to be removed any original or copied protected health information (as defined a the Health Insurance Portability and Accountability Act of 1996 ("HIPPA")) from the physical premises of the County. College agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of this Agreement.

N. Ensure that all participating students, supervisors, employees, and agents of the College will fully comply with County privacy practices and procedures and its Notice of Privacy Practices.

O. Allow County EMS employees the opportunity to attend (at no cost to the County or its employees) workshops and seminars offered by the PSC Department of Staff and Program Development (SPD) held at the College during the course of the agreement. The College will publish information in their SPD In service Workshop Calendar and post information on the following website: WWW.ITECH.PENSACOLASTATE.EDU. This information will specify the course name, description, date, location and seating available for County EMS employees.

P. Allow for the exchange and appropriate use of equipment, facilities and training supplies, as agreed to by both parties, for the purpose of furthering the skills and abilities of the students and County EMS employees.

Q. College understands and agrees that College departmental faculty will be not be permitted to participate in student training exercises involving County EMS facilities, including but not limited to the provision of ambulance services and patient care.

3. The administration, oversight and responsibility for student training facilities as provided herein shall be the responsibility of and under the direct control and supervision of County EMS and shall be administered through County EMS staff, and in so doing, shall:

A. Make available to the students County EMS training facilities indicative of the service being provided and within the current capabilities and infrastructure available at the County.

- B. Cooperate with the College departmental faculty in planning and administering a suitable program for the students. Joint meetings between the appropriate administration of the College and the appropriate administration of the County shall be held upon request by either agency.
 - C. Educate and advise the FTO(s) of their responsibilities associated with the training and evaluation of the students.
 - D. Extend the opportunity, when applicable, for College instructors to attend appropriate departmental meetings.
 - E. Permit, upon request, the inspection of its County EMS training facilities by agencies charged with the responsibility for accreditation of College programs.
 - F. Allow students and instructors to participate in the continuing education programs of County EMS as they relate to the student training experiences.
4. The students are being provided the opportunity to learn in a field environment under the auspices of Escambia County and, as such, they shall:
- A. Abide by any and all rules and regulations mutually agreed upon by the College and the County for the governing of the trainees, as set forth in the General Policy Manual and Applied Health Technologies
 - B. Abide by existing policies, rules and regulations delineated verbally and in writing by the County administration, shift supervisors, and those directly responsible for their training.
 - C. Be responsible for their meals.
 - D. Be responsible for their transportation to and from the training facilities.
 - E. Follow the appropriate dress code established and mutually agreed upon by the County and the College.
 - F. Wear appropriate name tags or identifiers at all times during their field rotations.
 - G. Understand that a breach of patient confidentiality will result in termination from their training with the County.
 - H. Understand that all patient information and records that may be accessible to the college students during their training are considered confidential.

5. The parties hereto shall cooperate in periodic and terminal evaluation of these programs.

6. This Agreement shall commence on January 1, 2012, and shall terminate on December 31, 2013, whereupon it shall be automatically renewed for four (4) successive renewal terms of one (1) year each, unless either party shall give notice of its intent not to renew in writing at least thirty (30) days prior to the termination of the initial term or any renewal term.

A. The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

7. Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

8. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To PSC:
President
Pensacola State College
1000 College Boulevard
Pensacola, Florida 32504

To County:
County Administrator
Escambia County Government Complex
221 Palafox Place, Room 300
Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return

receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

9. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

10. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

11. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

13. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of

any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of a party.

14. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, or the College.

15. This Agreement, after being properly executed by both parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document in the office of the Clerk of the Circuit Court upon receipt of the executed Agreement from the College.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County commissioners, through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2012, and The District Board of Trustees of Pensacola State College, Florida by and through its President, duly authorized to execute same by the District Board of Trustees on the 30th day of January, 2012.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS.

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman
_____ day of _____, 2012

By: _____
Deputy Clerk

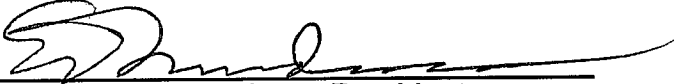
(SEAL)

BCC Approved: _____


This document approved as to form and legal sufficiency.

By: Justin Huel
Title: ACF
Date: 2/3/12

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA,
the governing body of an agency of the State
of Florida

By: 
C. Edward Meadows, President
30th day of January, 2012

Approved as to Form:

By: 
Thomas J. Gilliam, Jr. – Attorney
for Pensacola State College



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2191

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

Attachments

Disposition of property Public Safety

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330403/206/402/301

John Sims DATE: 6-Feb-12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53278	SX280 Computer	5RPNM51	SX280	2004	Obsolete
Y	53720	Laptop Computer	0T7570	Latitude 25	2005	Obsolete
N	51515	Computer	5V6H521	Dell	2002	Obsolete


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): TROY ROBINSON
Print Name

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

Computer is Ready for Disposition

Date: 9 FEB 12 Information Technology Technician Signature: 

TO: County Administration Date: 2/9/12
FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/10/12
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver,
County Administrator or designee

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

This Equipment Has Been Auctioned / Sold

by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 9-Feb-12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	32620	Truck Aerial Truck 5	1FDYOU2EVA44077	Stratosphere	1986	Poor

Disposal Comments: To be sold at auction


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: 2/9/12
 FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/6/12
 TO: Board of County Commissioners
 FROM: County Administration Charles R. Oliver

Charles R. "Randy" Oliver,
 County Administrator or designee

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2192

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: MOU between Escambia County and Air Force Special Operations Command for the Provision of Certain Clinical Training

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between Escambia County and Air Force Special Operations Command, 1st Special Operations Support Squadron, Operational Support Medicine Flight for the Provision of Certain Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County and Air Force Special Operations Command, 1st Special Operations Support Squadron, Operational Support Medicine Flight for the Provision of Certain Clinical Training:

- A. Approve the Memorandum of Understanding (MOU) to allow the provision of clinical learning experiences required for CONUS (Continental United States) and deployed medical operations, under the auspices of Escambia County Emergency Medical Services (EMS), for selected 1st Special Operations Support Squadron/Operational Support Medicine Flight (1st SOSS/OSM) staff; and
- B. Authorize the Chairman to sign the MOU.

BACKGROUND:

The Air Force Special Operations Command, 1st SOSS/OSM has determined a mission-essential need for Emergency Medical Technician-Paramedic (EMT-P) training for selected 1st SOSS/OSM staff (SOFME "Special Operations Forces Medical Element", SOST "Special Operations Surgical Team" and SOCCET "Special Operations Critical Care Evacuation Team"), hereafter referred to as SOFMEs. Such training requires the provision of clinical facilities in which 1st SOSS/OSM SOFMEs can obtain the clinical learning experiences required for CONUS and deployed medical operations. The MOU will establish a partnership whereby EMS will provide such clinical training, specifically pre-hospital, emergency patient care, for 1st SOSS/OSM SOFMEs. It will benefit the County and EMS through use of the additional manpower provided by 1st SOSS/OSM SOFMEs.

EMS Field Training Officers (FTOs) will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with the Air Force Special Operations

Command, 1st SOSS/OSM.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the document as to form and legal sufficiency on January 31, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

MOUs require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this MOU has been coordinated with offices of the Air Force Chief, General Law and the County Attorney. One original document will be fully executed and filed with the County Clerk's Office. A "Clerk's Certified Original" will be returned to this Department for forwarding to the Department of the Air Force. Pat Kostic, EMS Operations Manager, will oversee implementation of the MOU.

Attachments

1st SOSS OSM MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
ESCAMBIA COUNTY
AND AIR FORCE SPECIAL OPERATIONS COMMAND, 1st SPECIAL OPERATIONS
SUPPORT SQUADRON / OPERATIONAL SUPPORT MEDICINE FLIGHT FOR THE
PROVISION OF
CERTAIN CLINICAL TRAINING**

This Agreement, made and entered into this _____ day of _____, 2012, by and between **1st Special Operations Support Squadron (1st SOSS)**, a subordinate command to the Air Force Special Operations Command, within the Department of the Air Force, whose administrative office address is 225 Bennett Ave, Hurlburt Field, Florida 32544 (hereinafter referred to as the "1 SOSS/OSM"), and **Escambia County**, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, 1st SOSS/OSM has determined a mission-essential need for Emergency Medical Technician-Paramedic (EMT-P) training for selected 1st SOSS/OSM staff (SOFME "Special Operations Forces Medical Element", SOST "Special Operations Surgical Team" and SOCET "Special Operations Critical Care Evacuation Team") (hereinafter referred to as ("SOFME's")), and such training requires the provision of clinical facilities in which the students can obtain the clinical learning experiences required for CONUS and deployed medical operations, and

WHEREAS, Emergency Medical Services (EMS), a division of the Public Safety Bureau of Escambia County, has clinical facilities (specifically ambulances) in which 1st SOSS/OSM SOFME's can acquire certain clinical learning experiences required for EMT-P re-certification, and

WHEREAS, it is in the best interest of the U.S. Air Force for 1st SOSS/OSM SOFME's to receive clinical experience from EMS. On-site presence of EMT-P's is essential for the operation of many of the Air Force Special Operations Command high-risk training and operational activities. The clinical experience gained by partnering with EMS is of the nature and type that is most like what 1st SOSS/OSM SOFME's would experience in the high-risk operational or deployed environment, particularly with respect to patient assessment, application of first aid, and immobilization for transport. The high volume of emergency calls received by EMS makes this partnering arrangement the most efficient means available to 1st SOSS/OSM SOFME's to fulfill the requisite number of patient contacts necessary for successful completion of Mission Essential requirements for deployment and trauma sustainment. Furthermore, it is to the benefit of the County and EMS to receive and use the additional manpower provided by 1st SOSS/OSM SOFME's.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, 1st SOSS/OSM and County agree as follows:

1. 1st SOSS/OSM shall:

A. Furnish materials for the keeping of permanent records of SOFME's for the duration of any training provided pursuant to this agreement.

B. Retain only those SOFME's whose conduct and performance is in accordance with the standards set forth by acceptable practice.

C. Plan schedules for clinical experience, said plans to have the approval of EMS prior to the beginning of the experience period.

D. Coordinate with EMS to mutually determine the number and assignment of SOFME's at least two (2) weeks prior to the beginning of each training period. EMS reserves the right to refuse acceptance of any SOFME or bar any SOFME when it is determined further participation would not be in the best interest of the parties.

E. Ensure that SOFME's comply with all EMS policies, rules and regulations that are not inconsistent with federal statutes, regulations or other laws binding on the U.S. Air Force.

F. Provide 1st SOSS/OSM SOFME's with the necessary books, periodicals, teaching equipment, supplies and materials needed for specific instances of instruction by the Field Training Officers (FTOs).

G. Assign a 1st SOSS/OSM SOFME member to be the point of contact, available for consultation and coordination with EMS staff.

H. Be responsible for healthcare and such other medical care and protective measures necessary to ensure safe participation of all 1st SOSS/OSM SOFME's in the training program.

I. Prohibit the publication by SOFME's or staff members of any material relative to their clinical experience that has not been approved for release for publication by EMS and the 1st SOSS/OSM.

J. Agree that in no case shall its SOFME's, employees, or agents remove or cause to be removed any original or copied protected health information (as defined a the Health Insurance Portability and Accountability Act of 1996 ("HIPPA")) from the physical premises of EMS. 1st SOSS/OSM agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved SOFME or SOFME's from the program and will constitute grounds for immediate termination of the Agreement by EMS.

K. Ensure 1st SOSS/OSM SOFME's, supervisors, employees, and agents fully comply with County/EMS privacy practices and procedures and its Notice of Privacy Practices.

L. Allow for the exchange and appropriate use of necessary equipment, facilities and training supplies, agreed to by both agencies, for the purpose of furthering the skills and abilities of both 1st SOSS/OSM SOFME's and EMS Paramedics and EMT's.

M. Not seek indemnification from County or EMS for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the SOFME's' professional duties while training at EMS.

2. The administration, oversight and responsibility for Ambulance Services and patient care at EMS shall be the responsibility of and under the direct control and supervision of EMS and shall be administered through the EMS staff, and in so doing, EMS shall:

A. Make available to the SOFME's, clinical facilities indicative of the service being provided and within the current capabilities and infrastructure available at EMS.

B. Allow 1st SOSS/OSM SOFME's the same administrative privileges allowed to other non-military trainees, including access to reasonable classroom, storage, dressing and locker room space.

C. Coordinate with the 1st SOSS/OSM in planning and administering a suitable training program for the SOFME's that will not conflict with other 1st SOSS/OSM programs. Joint meetings 1st SOSS/OSM and EMS shall be held upon request by either agency.

D. Educate and advise the Field Training Officers on their responsibilities associated with the training and evaluation of the SOFME's assigned during their shifts.

E. Permit, upon request, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of U.S. Air Force educational programs.

F. Allow 1st SOSS/OSM SOFME's to participate in the continuing education programs of EMS as they relate to the SOFME's clinical experiences.

G. Provide emergency medical and dental treatment to any 1st SOSS/OSM SOFME injured while engaged in the training program. The reasonable cost of such treatment shall be paid by the U.S. Air Force.

H. Not use 1st SOSS/OSM's name or the names of participating SOFME's in any publicity or advertising media; however, the existence and scope of said program may be publicly disclosed.

I. Upon request of 1st SOSS/OSM, furnish a written report evaluating SOFME performance. Reports shall be directed to: Education and Training, 1st SOSS/OSM, 225 Bennett Ave, Hurlburt Field, FL 32544.

J. Not seek indemnification from the 1st SOSS/OSM, the U.S. Air Force, or the United States for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the SOFME's professional duties while training at EMS.

K. Prohibit 1st SOSS/OSM SOFME's from driving any EMS vehicles. Driving an EMS vehicle is considered outside the scope of the SOFME's duties and any damages resulting from a SOFME driving an EMS vehicle will not be covered under the Federal Tort Claims Act.

3. The SOFME's are being provided the opportunity to learn in a field environment under the auspices of Escambia County Emergency Medical Services and, as such, the SOFME's shall:

A. Abide by any and all rules and regulations mutually agreed upon by the 1st SOSS/OSM and EMS for the governing of the SOFME's.

B. Abide by existing policies, rules and regulations delineated verbally and in writing by EMS Administration, Shift Supervisors and those directly responsible for their training, except where compliance would be inconsistent with federal statute, regulation or any other law binding members of the U.S. Air Force.

C. Be individually responsible for financing the cost of their own meals, transportation to and from the training location, uniform/clothing, personal protective gear, equipment, supplies, and educational materials. With the exception of transport and meals, SOFME's may request funding for said items from appropriate military sources via their administrative chain of command. Only those items required and necessary for SOFME's to satisfactorily meet the program requirements will be considered for reimbursement by the U.S. Air Force.

D. Follow the appropriate dress code established and mutually agreed upon by EMS and 1st SOSS/OSM. SOFME's are prohibited from wearing their military uniforms while engaged in EMS training programs.

E. Wear appropriate name tags or identifiers at all times during their clinical or field rotations.

F. Understand, that a breach of patient confidentiality will result in termination from their clinical rotation with EMS.

G. Understand that all patient information and records that may be accessible to the SOFME's during their clinical rotation at EMS are considered confidential. SOFME's compliance with all County/EMS policies, practices and procedures is mandatory.

H. Understand that SOFME's are prohibited from driving any EMS vehicles. Driving an EMS vehicle is considered outside the scope of the SOFME's duties and any damages resulting from a trainee driving an EMS vehicle will not be covered under the Federal Tort Claims Act.

4. The parties hereto shall cooperate in periodic and terminal evaluation of these programs.

5. The acceptance of voluntary services provided to 1st SOSS/OSM by EMS is authorized pursuant to Title 10 United States Code §1588(a) (3). It is understood and agreed that neither the U.S. Air Force nor 1st SOSS/OSM will incur any expenses for the services provided by EMS to 1st SOSS/OSM under this agreement, nor does EMS expect compensation from the U.S. Air Force or 1st SOSS/OSM for the services provided to 1st SOSS/OSM under this agreement. This

agreement does not constitute a debt, liability or monetary obligation of any kind for the State of Florida, Escambia County, the U.S. Air Force, or the Air Force Special Operations Command.

6. This agreement will not result in, nor is it meant to displace employees or impair existing contracts for services.

7. The SOFME's affected by this MOU receive compensation from the U.S. Air Force only, and are prohibited from receiving compensation, in any form, from the EMS or any other source. It is understood and agreed that the EMS may generate bills for services rendered by the SOFME. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Air Force shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 C.F.R., Section 199.6(a) (3), EMS cannot bill under the TRICARE Program for the services rendered by SOFME's.

8. The United States Air Force is self-insured against any claims arising from any act or omission by any SOFME acting within the scope of their duties affected by this agreement. SOFME's affected by this agreement remain employees of the United States while performing duties within the course and scope their employment with the Federal government. Consequently, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the SOFME while acting within the scope of his or her duties pursuant to this agreement.

9. To the extent permitted by law, and subject to any claim of sovereign immunity, the parties understand and agree that each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents while said employees and agents are acting within the scope of their employment in the performance of this agreement.

10. The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination for convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default or breach under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type. EMS recognizes that Air Force mission requirements may make it necessary for the Commander of Air Force Special Operations Command to suspend or terminate 1st SOSS/OSM's performance of this agreement without providing the full 30-days notice as set forth above. The parties agree that under such circumstances, 1st SOSS/OSM will provide EMS with as much notice as possible in the event mission requirements necessitate suspension or termination of this agreement.

11. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To 1st SOSS/OSM:
Commanding Officer
1st SOSS/OSM
225 Bennett Ave
Hurlburt Field, Florida 32544

To EMS:
County Administrator
Escambia County Government Complex
221 South Palafox Place
Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

12. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

13. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

14. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof. Any changes or modifications to this agreement must be made in writing and be signed by both parties.

15. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of a party.

16. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, the U.S. Air Force or 1st SOSS/OSM.

17. This Agreement shall become effective after being properly executed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County Commissioners, through its Chairperson, authorized to execute same by Board action on the _____ day of _____, 2012, and 1st SOSS/OSM, signing by and through its Commanding Officer duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS.

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

_____ day of _____, 2012

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency

By: [Signature]

Title: [Signature]

Date: 1/31/12

1st SOSS/OSM

By: [Signature]
Commander

Date: 15 NOV 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2189

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/01/2012

Issue: Workforce Investment Act Interlocal Agreement

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Workforce Investment Act Interlocal Agreement between Santa Rosa County Board of County Commissioners and Escambia County Board of County Commissioners and Workforce Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Investment Act Interlocal Agreement between Santa Rosa County Board of County Commissioners and Escambia County Board of County Commissioners and Workforce Escarosa, Inc., effective upon the date executed by all parties through June 30, 2015, and subject to a two-year automatic renewal.

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. is designated as the regional workforce investment board for Region 1, comprised of Escambia and Santa Rosa counties. Workforce Escarosa has the responsibility for the administration of the various human assistance programs as this designee. The Interlocal Agreement further details the authorities and responsibilities of Workforce Escarosa, Escambia County, and Santa Rosa County, including Workforce Escarosa Board of Directors composition and removal process, the presentation and approval of the Workforce Investment Services Plan, and the establishment of local performance standards.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Both Escambia County (via County Attorney Office) and Santa Rosa County have reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

WIA authorizes the submission and coordination of this agreement between Escambia and Santa Rosa counties as a two-county region. Also, Board policy requires the approval of all such agreements.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa and Santa Rosa County on the approval and execution of this agreement.

Attachments

WIA Interlocal Agreement with Workforce Escarosa, partially executed

**WORKFORCE INVESTMENT ACT
INTERLOCAL AGREEMENT
BETWEEN
SANTA ROSA COUNTY BOARD OF COMMISSIONERS
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
WORKFORCE ESCAROSA, INC.**

This Inter-Local Agreement (hereinafter Agreement) is made and entered into by and between the Santa Rosa County Board of Commissioners (hereinafter Santa Rosa), the Escambia County Board of Commissioners (hereinafter Escambia), and Workforce Escarosa, Inc. (hereinafter Escarosa). Escarosa shall act as the regional workforce investment board for the two county area which constitutes Region I for the State of Florida under Workforce Florida, Inc. (WFI), and the Department of Economic Opportunity (DEO).

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 (hereinafter Act), authorizes the expenditure of federal funds for adult, dislocated workers and youth programs as locally determined by Escarosa in coordination with Escambia and Santa Rosa; and

WHEREAS, the counties of Santa Rosa and Escambia were designated by the Governor of the State of Florida in 1996, as a two county Region.

NOW, therefore, the parties to this Agreement hereby agree:

I. Designation of Region I, Local Regional Workforce Board

A) Escambia and Santa Rosa agree to the designation of the two counties as Region I for the delivery of services under the Act and consent to the continuation of Escarosa for the purposes of setting policy and overseeing services authorized by the Act.

II. Authorities and Responsibilities of Escambia and Santa Rosa:

A) Santa Rosa and Escambia hereby consent to make appointments to the Board of Directors for Escarosa as described under items "B" and "C" below.

B) A general purpose business organization shall collect nominations for private sector membership for Escarosa as vacancies and expirations of terms occur in accordance with the Act and submit those nominations to Escambia and Santa Rosa in accordance with the county to be represented, for approval. Escarosa shall strive to assure that the make-up of the Board provides equitable representation of the Region. Private sector representative nominees shall be owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have substantial management of policy responsibility. Nominations to fill vacancies and replace Board members whose terms have expired shall be made in a way that will work to maintain equitable representation as vacancies occur.

- C) Santa Rosa and Escambia hereby agree that fifty percent (50%) of the private sector members of Escarosa shall reside and/or own a business or work in Santa Rosa County, and fifty percent (50%) of the private sector members of the Board shall reside in Escambia County.
- D) Escambia and Santa Rosa shall be responsible for the approval of the Workforce Investment Services Plan as prepared every two to five years or as required by USDOL, WFI or DEO. Escarosa shall be responsible for any notifications of change or modifications necessary to keep the Plan current, and shall submit any changes or modifications to the County Commissioners, as required for information.
- E) The Santa Rosa and Escambia County Commissioners shall review appointments made to the Youth Council by Escarosa and may make recommendations, nominations and/or appointments to the Youth Council, as they deem necessary.
- F) Each Board of County Commissioners shall identify and designate an individual to serve as their designee on the Escarosa Board of Directors. The designee shall be an ex-officio, non-voting member.
- G) Each Board of County Commissioners shall have the authority to remove a Board Member for cause which was appointed by that Commission for their specific county to the Escarosa Board of Directors. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or Escarosa standard of conduct to include ethical violations; and/or any conduct the Commissioners determine to be detrimental to Escarosa and/or the County or to the purposes and objectives of the workforce development system. Removal of the Chair or an Officer of the Board requires approval by both Escambia and Santa Rosa County Commissioners for his/her removal

III. Responsibilities of Escarosa Board of Directors:

- A) Escarosa shall prepare a Workforce Investment Services Plan (Plan) and any modifications thereof, for each two to five year planning period in accordance with the Act or as required by USDOL, WFI, or DEO, and submit that Plan for approval to Escambia and Santa Rosa.
- B) Escarosa will develop the Local Elected Official Interlocal Agreement (hereinafter Interlocal) as required by the Act, and submit to both Boards of County Commissioners for approval and signature.
- C) The By-Laws of Escarosa shall provide for up to 40 total members, of which 51% shall be private sector representatives, with the remaining membership to be composed of representatives from education, Department of Children and Family Services, veterans organizations, U.S. Military Liaison, Organized Labor, Vocational Rehabilitation, and community organizations representing the disabled population, or other related entities as required by the Act or as may be permitted or required by

state statute or regulation. The members shall be appointed for fixed terms and may serve until their successors are appointed.

- D) Escarosa shall be designated as the administrative entity, the fiscal agent and local regional workforce board with responsibilities to include, but not limited to, the oversight for the delivery of all federal employment and training services; development of an Annual Budget; establishment of the One Stop Centers; and selection of service providers, as assigned by the Act or the State of Florida.
- E) Escarosa agrees to operate in accordance with the Act and other applicable federal and state statutes and regulations.
- F) Escarosa shall negotiate and establish local performance standards with the State of Florida as required by WIA. Once standards have been negotiated and approved by Escarosa, these shall be provided to both Boards of County Commissioners for review and information.
- G) Escarosa shall select the One Stop Operator for the three One Stop Centers located in Pensacola, Milton, and Century, to be known as the Workforce Escarosa Career Centers. Escarosa shall submit the name(s) of the One Stop Operator to both Boards of county Commissioners for review. At the discretion of the County Commissioners, input may be provided and recommendations made regarding this item to Escarosa. Final selection shall be made by Escarosa. At this point in time, the One Stop Operator will continue to be a consortium of three or more of the required partners and shall include Pensacola State College, Santa Rosa County School District, Escambia County School District, Department of Economic Opportunity (DEO), Vocational Rehabilitation, and the Department of Children and Family Services. This consortium has been in place for the previous eight (8) years and continues to work well as the One Stop Operator for our Career Centers.
- H) Escarosa shall make available to the Commissioners and the general public through its website, www.workforceescarosa.com: the audit conducted in accordance with OMB Circular A-133/Single Audit Act annually; Office of Compliance Monitoring reports as they occur and are received; and Board of Directors meeting packets, minutes, summary of financial statements, and budgets, as they are presented to the Board. It is also understood that the Boards of County Commissioners may direct its staff to conduct audits and monitoring of any records of Escarosa; question any expenses or items noted in the budget; attend any and all meetings; and require other information as they deem necessary.

IV. Terms of Agreement:

- A) The terms of this Agreement commence effective on the date signed by all parties and shall run through June 30, 2015. This Agreement shall automatically renew for a subsequent two year period, unless either party notifies the other of its intention not to renew, at least one hundred eighty (180) days prior to the expiration of any two year

period. Upon proper execution, the Agreement will be legally valid and binding upon date of approval.

B) This Interlocal Agreement and any subsequent amendments thereto shall become effective upon filing with the Clerks of the Circuit Court for Escambia and Santa Rosa Counties.

**ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

WORKFORCE ESCAROSA, INC.

By: _____
Wilson B. Robertson, Chairman

By: _____
Jay Overman, Chairman

Date: _____

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

ATTEST: Annette D'Isa
Secretary/Treasurer

Deputy Clerk

BCC Approved: _____

**SANTA ROSA COUNTY BOARD
OF COUNTY COMMISSIONERS**

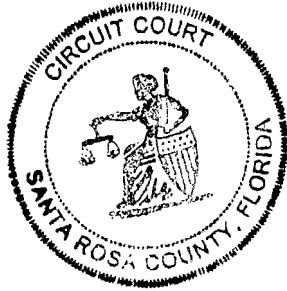
By: Jim Williamson
Jim Williamson, Chairman

Date: 2-17-2012

ATTEST: Mary M. Johnson
Clerk of the Circuit Court

Mary M Johnson
Clerk

BCC Approved: 2/9/12





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2196

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Supplemental Budget Amendment #086 - Sale of Equipment Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #086 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, Transportation Trust Fund (175) in the amount of \$177,950, to recognize proceeds received for selling surplus Road Department equipment, and to appropriate these funds for road striping.

BACKGROUND:

Escambia County sold surplus Road Department equipment, including crew trucks, graders, and an excavator. The proceeds will be used for road striping.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$177,950.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#086

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2012-_____

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

WHEREAS, Escambia County received proceeds for selling surplus equipment, 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:

Transportation Trust Fund Name	175 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Sale of Equipment	175	364002	\$177,950
Total			\$177,950

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair and Maintenance	175/211201	54601	\$177,950
Total			\$177,950

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#086



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2198

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: BA#087 - Okaloosa County Technology Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Budget Amendment #087- Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #087, Article V Fund (115) in the amount of \$300,000, in order to reimburse Okaloosa County for technology-related expenses associated with the building of the new Okaloosa County Courthouse. Okaloosa County has an Interlocal Agreement with Escambia County where a recording fee of \$2 is collected for the technology needs of the State's Court System per Florida Statute 29.008; these funds are remitted to Escambia County on a monthly basis for centralized purchasing.

BACKGROUND:

Okaloosa County has an inter-local agreement with Escambia County where a recording fee of \$2 is collected for the technology needs of the State's Court System per F.S. 29.008, these funds are remitted to Escambia County on a monthly basis for centralized purchasing. Okaloosa County recently built a new court facility, these funds were generated in that county and they are requesting to use those funds for allowable technology expenditures.

BUDGETARY IMPACT:

This amendment places funds from Reserves into Aids to Governmental Agencies in order to reimburse Okaloosa County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This is to inform the Board that Okaloosa County has requested a reimbursement of funds for their new Courthouse.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#087

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#087**

Approval Authorities

Bureau Chief
Assistant County Administrator
County Administrator
Action by the Board

<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Transfer From: 115/Article V-Fund/Court Administration
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves/OK Technology	_____	410516	59801	300,000
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				<u>\$300,000</u>

**Transfer To: 115/Article V-Fund/Court Administration
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Aids to Governmental Agencies/ OK Technology	_____	410516	58101	300,000
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				<u>\$300,000</u>

Detailed Justification:

Allocating funds from Okaloosa County's reserves to Aids to Governmental Agencies in order to reimburse Okaloosa County technology related expenses associated with the building of the new Okaloosa County Courthouse.
Request is allowable under Article - V, F.S. 29.008 (1)(f) 2 and 29.008 (1) (h).

OMB Analyst

Budget Manager

Bureau Chief



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2201

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Interfund Loan Between the General fund (001) and the Other Grants & Projects Fund (110)

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Interfund Loan between the General Fund and the Other Grants and Projects Fund - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize a revolving, interest-free Interfund Loan from the General Fund (001) to the Other Grants & Projects Fund (110) in an amount not to exceed \$500,000, to allow for cash flow until reimbursements are received from various Grants.

BACKGROUND:

The County often receives grants from the State and federal government. Most of these grants are reimbursable; so the money must be expended first then reimbursed at a later time. The interfund loan will be used on a periodic basis to take cash from the General Fund to pay the grant expenses; then returned when the cash is received from the grant.

Since interest payments would not be an allowable expense for the reimbursement under most of these grants, this interfund loan will not accrue interest.

BUDGETARY IMPACT:

There will be no net budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interfund loans in excess of \$50,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2101

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Traffic Control Post Mounted & Span Mounted Signs

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning PD 11-12.009, Traffic Control Post Mounted & Span Mounted Signs - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Price, Continuing Contract to Gulf Coast Traffic Engineers, Inc., per the terms and conditions of PD 11-12.009, Traffic Control Post Mounted & Span Mounted Signs, for an annual amount of \$81,000, and authorize the Chairman to execute the Agreement Relating to Fabrication, Installation, and Removal of Traffic Control Signs.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$50,000, Object Code 53401, \$31,000]

BACKGROUND:

Bids were received and opened on January 25, 2012. Only one bid was received and that was from Gulf Coast Traffic Engineers, Inc.

Gulf Coast is the current provider of services and was the only firm which showed an interest in this continuing service.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$50,000, Object Code 53401, \$31,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

Per attached copy of Agreement Drafted by the Escambia County Legal Department.

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, Traffic Operations Division that they may issue a Notice to Proceed to Gulf Coast Traffic Engineers, Inc.

Attachments

Agreement

**AGREEMENT RELATING TO FABRICATION, INSTALLATION,
AND REMOVAL OF TRAFFIC CONTROL SIGNS**
PD 11-12.009

This Agreement is made this ___ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811 and whose principal address is 8203 Kipling Street Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for the fabrication, installation and removal of traffic control signs (PD 11-12.009); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of one (1) year, unless terminated earlier pursuant to paragraph 7. The contract may be renewed for two (2) additional twelve month periods, upon mutual agreement of the parties. In no event shall the Agreement extend beyond three (3) years in duration after exercising all options for renewal.
3. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 11-12.009, attached hereto as Composite Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Contract Amount. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor in accordance with the Bid Form, dated January 24, 2012, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's

exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) General Automobile Liability with \$1,000,000 minimum per occurrence for all liability.

(b) 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.

(c) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(d) Excess or Umbrella Liability.

(e) 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.

(f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc.
Attention: Joel Enderson
8203 Kipling Street
Pensacola, Florida 32514

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY

through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2012, and _____, Inc., signing by and through its Vice President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Date: _____

BCC Approved: _____

By: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin Hud

Title: AGH

Date: 1/30/12

CONTRACTOR:
GULF COAST TRAFFIC ENGINEERS, INC.

By: Joel E. Enderson, Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TRAFFIC CONTROL POST MOUNTED & SPAN MOUNTED SIGNS
SPECIFICATION NUMBER PD: 11-12.009**

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)

BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE) FOR EACH OF THE FOLLOWING SCOPES OF WORK:

BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

DRUG-FREE WORKPLACE FORM

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

OCCUPATIONAL LICENSE

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

CERTIFICATE OF COMPETENCY

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS
HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK. YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY. DO NOT RETURN WITH YOUR BID**

**ESCAMBLA COUNTY
FLORIDA**

INVITATION TO BIDDERS

TRAFFIC CONTROL POST MOUNTED & SPAN MOUNTED SIGNS

SPECIFICATION NUMBER PD: 11-12.009

BIDS WILL BE RECEIVED UNTIL: 3:00p.m, CST, Wednesday, January 25, 2012

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Wilson B. Robertson, Chairman
Gene M. Valentino, Vice Chairman
Marie Young
Grover Robinson IV
Kevin White**

**Procurement Assistance:
Bob Dennis, MABA, CPPB
Purchasing Specialist**

**Office of Purchasing Department
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4985
Fax: (850) 595-4805**

**Technical Assistance:
Shomari Rawls, PM
Transportation and Traffic
Operations**

**Public Works Bureau
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 595-3426
Fax: (850) 595-3405**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**TRAFFIC CONTROL POST MOUNTED & SPAN MOUNTED SIGNS
PD 11-12.009**

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Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

BOB DENNIS, MABA, CPPB

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

SIGNS

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

TRAFFIC CONTROL POST MOUNTED & SPAN MOUNTED

SPECIFICATION NO. PD 11-12.009

SOLICITATION

MAILING DATE: Monday, January 9, 2012

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Wednesday, January 25, 2012 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on this offer.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**** _____**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder's offer shall result in this bid being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST _____
Witness Date

ATTEST: _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. A awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

I. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD1-12.009, "TRAFFIC CONTROL POST MOUNTED & SPAN MOUNTED SIGNS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances. Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the work required by the Contract Documents.

This contract will be awarded for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. This contract involves the fabrication and / or installation and removal of street name signs for capital improvement projects throughout Escambia County. Work will consist of the fabrication, installation of post mounted, span mounted, and mast mounted street name signs, traffic control signs and the removal of old reflective street name signs and concrete markers requiring the contractor to retain all signs removed except concrete markers. The Escambia County Road Department will retrieve all retained signs. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All work Orders will require a signed agreement ("Exhibit A" and "Exhibit B"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All Work Orders will define the scope of services required at the time of issuance.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuses to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Bonds

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish separate performance and payment

bonds, under pledge of adequate surety and covering up to 100% of the dollar value of award on the forms provided by the County. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Bob Dennis, MABA, CPPB, Telephone: (850) 595-4985, Fax: (850) 595-4806. Technical questions may be directed to Shomari Rawls, PM Telephone: (850) 595-3426, Fax (850) 595-3405.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

6. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$300.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes. This includes administration of proper work zones for equipment and personnel during installations and removal. The vendor shall ensure all County technical Specifications are met. Any question related to Codes, Regulations, and Specifications should be directed County Staff.

8. **Payment Invoices/ Notices**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items specified on a Work Order have been delivered and accepted. Payment for accepted Commodities or Services will be accomplished by submission of an original invoice, in duplicate to (See below). All Notices from the contractor to the County relating to this contract are to be sent to (Same):

Parts I through IV & VI
Escambia County Public Works Department
Attention: Shomari Rawls, PM
Transportation and Traffic Operations
3363 West Park Place
Pensacola, Florida 32505
Phone: (850) 595-3445
Fax: (850) 595-3634

Part V
Escambia County Transit Authority (ECAT)
Attention: Derrick Pires
Director of Maintenance
1515 W Fairfield Drive
Pensacola, Florida 32501
Phone: (850) 595-3228 ext. 242
Fax: (850) 595-3240

Note: Invoices shall include the Work Order Number, Item number listed on the Work Order, General Description, Quantity ordered, Unit Price and Extended Total for each item as well as the Grand Total for all items listed on the Work Order. Failure to comply will result in reduction of the Invoice and may result in delays in receiving payment.

9. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. The County will provide space for onsite assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Contract Administrator.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

14. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

15. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

16. **Ordering**

The County may issue individual Purchase Order or releases from Blanket Purchase Order (s) in the form of Work Orders against the contract on an "As needed" basis for the commodities or services listed on the bid form. Regardless of method of order issued, the MINIMUM requirement for placing for filling an order shall include the commodities being ordered, Quantity being ordered, Unit Price of Item and Number of days to completed order.

Time is of the essence in the performance of with Work under this contract. Agreement is established by signing and accepting terms of the said Contract. The "commencement date" and completion date

will be identified on each Purchase Order or Work Order ("Exhibit "A") Each Work Order will be submitted to the Contractor with said dates for review. The Contractor will review and sign the Work Order and return to County within (3) three calendar days. The signature indicates the Contractor is award of the Work Order Time. The Contractor does not have the right to refusal, but only to request a later commencement date or completion date. The County reserves the right to refuse all such requests. No work shall be performed at the project site (s) prior to the commencement date. Any work performed by the contractor prior to the commencement date shall be at the sole risk of the Contractor. The Work Order shall be completed within the time schedule established therein. Work not completed within the time will result in Liquidated Damages. If work cannot be completed with the time frame established, the Contractor may request a Time Extension, which shall be submitted in writing to the Contract Administrator, all responses from the County shall be in writing to be deemed valid.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **Award**

It is the intent of Escambia County to award all items listed under the individual Scopes of Work, ie, Traffic Signs, Bid Form to the responsive and responsible low bidder. Escambia County reserves the right to award on an "all-or none".

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

20. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages 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 the contract documents, whether such services, work and operations be by the contractor, 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.

The contractor 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, such of the insurance coverages 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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor'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 contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor 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, contract or lease.

Workers Compensation Coverage

The contractor 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 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 the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor 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 all 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.

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, contract or lease, broad form property damage coverages, 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.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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 coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

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 contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Bob Dennis, MABA, CPPB
Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4806

5. 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 contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's 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 contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

21. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, 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 Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. 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.

22. **Listing of Attachments/Exhibits**

Exhibit A – Street Name Sign Work Order

Exhibit B – Traffic Control Work Order

Exhibit C - Standard Details for Installation and Location of Street Name Signs

Exhibit D – ECAT Bus Stop Sign Design (*subject to change*)

Exhibit E – Street Name Sign Daily Report Sheet

Exhibit F - 2011 Traffic Sign Retroreflective Sheeting Identification Guide

SCOPE OF WORK

The contract is awarded as a "continuing contract" involving the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide) for capital improvement and maintenance projects. Work will consist of the fabrication and/or installation of post mounted traffic control signs, reflective object markers, delineators, and/or span and post mounted street name signs. Work under this contract will be originated through the issuance of Work Orders signed by the Director or his/her designee. The Director, or his/her designee, is authorized to issue Work Orders in any amount but not to exceed the annual budget approved by the Board of County Commissioners in the Capital Improvement Program and in the operating budget of the Office of Transportation and Traffic Operations. There is no minimum quantity of work guaranteed in each work order, however, it is anticipated that Work Orders will be issued weekly throughout the contract period.

Contractor agrees to furnish and provide all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and good workmanship to properly execute this contract in the agreed upon Escambia County Documents.

REMOVAL OF SIGNS

1. DEFINITIONS AND IDENTIFICATIONS

For the 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 ADMINISTRATOR

Whenever the term ADMINISTRATOR is used herein it is intended to mean the County Administrator of the Escambia County Government, his/her deputy, or his/her designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR

The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY

Escambia County, a body corporate and political subdivision of the State of Florida.

1.5 DIRECTOR

The Director of the Public Works Bureau of Escambia County, or designee, including the Division Manager of Transportation and Traffic Operations.

1.6 CONTRACT ADMINISTRATOR

Whenever the term CONTRACT ADMINISTRATOR is used herein it is intended to mean the designee or deputy assigned by the DIRECTOR to administrate the contract for Escambia County Government.

1.7 GENERAL CONTRACT DEFINITIONS

EA = Each

PA = Per Assembly

SF = Square Foot

AS = Assembly (sign and post)

“Dead End” = W14-1a (per MUTCD)
EA – Each
F&I = Furnish and Installation
MUTCD = Manual of Uniform Traffic Control Devices
“No Outlet” = W14-2a (per MUTCD)
PR = pair
SF = square foot
FDOT – The Florida Department of Transportation
DAYS – Calendar Days

2. TERM

The term of this agreement shall be for a period of up to a maximum thirty-six (36) months upon mutual agreement of both parties. The County may unilaterally extend the contract for a maximum period of six months, after all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract.

INSTALL, FURNISH AND REMOVAL OF SIGNS

Technical Specifications

TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.**
- B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:**
 - 1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.**
 - 2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.**
 - 3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.**
 - 4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, latest edition.**

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN INSTALLATION

- A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this

section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, latest edition.
 - 4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, latest edition
 - 5. Escambia County Standard Details for Street Name Signs, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The

Contractor, at his own expense, shall, if requested by Contract Administrator, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 GENERAL

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs

3.3 SIGN INSTALLATION

- A.** Signs shall be placed at the typical locations shown in the plans or County Standard Details for street name signs. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B.** If a sign cannot be placed where indicated due to a conflict either on the plans or within the County Standard Details for street name signs, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- C.** The Contractor shall submit a *Street Name Sign Daily Report Sheet* (Exhibit E) of each sign installation placed for inspection by the Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the Contract Administrator at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

- A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Contract Administrator.**
- B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.**

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

- 1. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.**
- 2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.**
- 3. The number of each existing sign panel removed, complete.**

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this section, including all incidentals necessary for the complete item.

SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 700, latest edition.
 - 4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

2.2 SIGN BLADES

- 1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.**
- 2. 0.50' radius rounded corners free of sharp edges.**
- 3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.**

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

- A. Green 3M ink silk-screened onto white Diamond grade material.**
- B. Scotchlite electronic cuttable film (green) over white Diamond grade material.**

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

- 1. Left and right margins shall be at least 2 inches.**
- 2. Border width shall be 1" with 2" radius at all corners.**
- 3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.**
- 4. Prefixes and suffixes shall be placed 3" below the upper border.**
- 5. Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.**

B. LETTERS

1. Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.
2. Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.
3. Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.
4. Suffixes "nd", "rd", "st", and "th" associated with numbered street names shall be 4" in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be measured in accordance with the different work tasks required in the Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor, materials and equipment.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; and all other work specified in this section, including all incidentals necessary for the complete item.

BID FORM
Specification Number PD 11-12.019
Traffic Control Post Mounted & Span Mounted Signs

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Traffic Control Post Mounted & Span Mounted Signs Term Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned hereby propose to provide at the following prices:

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____	_____
Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____	_____
Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____	_____
Delineators/Object Markers				
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	_____	_____	_____
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA	_____	_____	_____
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	_____	_____	_____
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA	_____	_____	_____
Impact recovery flexible delineators 36"	EA	_____	_____	_____
Impact recovery flexible delineators 48"	EA	_____	_____	_____
Impact recovery flexible delineators 60"	EA	_____	_____	_____
Safe-Hit flexible delineator - 48"	EA	_____	_____	_____

Miscellaneous

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES (continued)

Substitute galvanized, in lieu of painted,

U-Channel post. 3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA	_____	_____	_____
7 ft., galvanized, U-Channel post (2#/ft)	EA	_____	_____	_____
11 ft., galvanized, U-Channel post (3#/ft)	EA	_____	_____	_____
14 ft., galvanized, U-Channel Post (3#/ft)	EA	_____	_____	_____
12 ft., galvanized, U-Channel Post (3#/ft)	EA	_____	_____	_____
Lap splice assembly (3#/ft)	EA	_____	_____	_____
Brackets to mount signs to concrete (F&I)	EA	_____	_____	_____
Reflective paint on concrete curb (face & top)	EA	_____	_____	_____
Reflective pavement marker (RPM)(F&I)	EA	_____	_____	_____
Sub-Total		_____	_____	_____

PART II: FURNISH AND INSTALL SIGN ON EXISTING POST

Description of Work Order Item	Unit	72 hours	10 days
Two-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____
Three-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____
Four-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____
Sub-Total		_____	_____

PART III: FURNISH ONLY

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF	_____	_____	_____

PART III: FURNISH ONLY (Continued)

Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____	_____

Exhibit A

Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	_____	_____	_____
Type XI (Diamond Grade) reflective sheeting	SF	_____	_____	_____
Miscellaneous				
Type "B" Flashing Beacon (Selling Price)	EA	_____	_____	_____
Sub-Total		_____	_____	_____

PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS

Description of Work Order Item	Unit	72 hours	10 days	30 days
Remove/Locate Signs				
Remove sign assembly	PA	_____	_____	_____
Remove sign only	EA	_____	_____	_____
Relocate sign assembly	PA	_____	_____	_____
Miscellaneous				
Reflective paint on concrete curb (face and top)	SF	_____	_____	_____
Reflective pavement marker (RPM)	EA	_____	_____	_____
<i>*Excludes Weekends and Holidays</i>				
Sub-Total		_____	_____	_____

PART V: ECAT SIGNS

Description of Work Order Item	Unit	72 hours	10 days	30 days
Type I (or better) Multi-color reflective sheeting				
Bus Stop Sign 12" x 18"	EA	_____	_____	_____
Post Green U-Channel 12FT #2	EA	_____	_____	_____
Post Galvanized U-Channel 12FT #2	EA	_____	_____	_____
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA	_____	_____	_____
Install sign assembly w/U-channel post 12' #2				
Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA	_____	_____	_____
Sub-Total		_____	_____	_____

PART VI: FURNISH & INSTALL STREET NAME SIGNS

Description of Work Order Item	Unit	10 days	30days	60,90,120 days
Street Name Sign assembly, (2) 9" blades (F&I)	AS	_____	_____	_____
Street Name Sign assembly, (2) 12" blades (F&I)	AS	_____	_____	_____
Street Name Sign assembly, (4) 9" blades (F&I)	AS	_____	_____	_____
Street Name Sign assembly, (4) 12" blades (F&I)	AS	_____	_____	_____
"Dead End" blade w/arrow, with sign assembly (F&I)	AS	_____	_____	_____
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS	_____	_____	_____
Remove & Dispose old street name sign w/post concrete marker	EA	N/A	_____	_____
Spelling correction decal, 9" (Furnish)	EA	_____	_____	_____
Spelling correction decal, 9" (F&I)	EA	_____	_____	_____
Spelling correction decal, 12" (Furnish)	EA	_____	_____	_____
Spelling correction decal, 12" (F&I)	EA	_____	_____	_____
Block Number correction decal, 9" (F&I)	EA	_____	_____	_____
Block Number correction decal, 9" (F&I)	EA	_____	_____	_____
Block Number correction decal, 12" (Furnish)	EA	_____	_____	_____

PART VI: FURNISH & INSTALL STREET NAME SIGNS (Continued)

Item#	Description of Work Order Item	Unit	10 days	30days	60,90,120 days
	Block Number correction decal, 12" (F&I)	EA	_____	_____	_____
	Street Name Sign assembly, (1) 9" blades (F&I)	AS	_____	_____	_____
	Street Name Sign assembly, (1) 12" blades (F&I)	AS	_____	_____	_____

Exhibit A

Street Name Sign, (1) 9"

blades on existing post (F&I)	EA	_____	_____	_____
"Dead End" w/arrow. w/(2) 9" blades (F&I)	PR	_____	_____	_____
"No Outlet" w/arrow, w/(2) 9" blades (F&I)	PR	_____	_____	_____
"Dead End" w/arrow, w(2) 12" blades (F&I)	PR	_____	_____	_____
"No Outlet" w/arrow, w(2) 12" blades (F&I)	PR	_____	_____	_____
Overhead 18" Street Name Sign (Include Z-bar)	SF	<u>N/A</u>	_____	_____
Overhead 18" Street Name Sign (FO)	SF	_____	_____	_____
Relocation of Existing Street Name Sign assembly	EA	_____	_____	_____
Sub- Total		_____	_____	_____

Grand Total (Parts I-VI) \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Bidder: _____
Document Number _____

Occupational License No. _____ By: _____

Florida DBPR Contractor's License, Certification and/or Signature: _____
Registration No. _____

Type of Contractor's License, Certifications and/or Title: _____
Registration _____ Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

Phone/Toll Free/Fax# _____

E-Mail Address: _____

Home Page Address: _____

BID FORM
Specification Number PD 11-12.019
Traffic Control Post Mounted & Span Mounted Signs

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 01-24-2012

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Traffic Control Post Mounted & Span Mounted Signs Term Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned hereby propose to provide at the following prices:

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly		21.55	21.40	20.65
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>22.65</u>	<u>22.20</u>	<u>21.65</u>
Type XI (Diamond Grade) reflective sheeting	SF			
Three-Color Sign Assembly		22.05	21.65	21.25
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>23.15</u>	<u>22.40</u>	<u>21.90</u>
Type XI (Diamond Grade) reflective sheeting	SF			
Four-Color Sign Assembly		22.30	21.95	21.50
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>23.15</u>	<u>22.65</u>	<u>22.10</u>
Type XI (Diamond Grade) reflective sheeting	SF			
Delineators/Object Markers				
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/R)	EA	<u>26.50</u>	<u>26.05</u>	<u>25.40</u>
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA	<u>103.00</u>	<u>101.80</u>	<u>100.75</u>
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/R)	EA	<u>26.50</u>	<u>26.05</u>	<u>25.40</u>
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA	<u>35.20</u>	<u>34.20</u>	<u>34.00</u>
Impact recovery flexible delineators 36"	EA	<u>113.75</u>	<u>112.75</u>	<u>111.75</u>
Impact recovery flexible delineators 48"	EA	<u>117.75</u>	<u>116.75</u>	<u>115.75</u>
Impact recovery flexible delineators 60"	EA	<u>121.75</u>	<u>120.75</u>	<u>119.75</u>
Safe-Hit flexible delineator - 48"	EA	<u>56.80</u>	<u>56.50</u>	<u>56.25</u>

Miscellaneous
PART I: FURNISH AND INSTALL SIGN ASSEMBLIES (continued)
 Substitute galvanized, in lieu of painted,

U-Channel post 3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA	<u>33.00</u>	<u>32.00</u>	<u>31.60</u>
7 ft., galvanized, U-Channel post (2#/ft)	EA	<u>103.15</u>	<u>103.15</u>	<u>103.15</u>
11 ft., galvanized, U-Channel post (3#/ft)	EA	<u>9.10</u>	<u>9.10</u>	<u>9.10</u>
14 ft., galvanized, U-Channel Post (3#/ft)	EA	<u>22.15</u>	<u>22.15</u>	<u>22.15</u>
12 ft., galvanized, U-Channel Post (3#/ft)	EA	<u>42.25</u>	<u>42.25</u>	<u>42.25</u>
Lap splice assembly (3#/ft)	EA	<u>38.25</u>	<u>38.25</u>	<u>38.25</u>
Brackets to mount signs to concrete (F&I)	EA	<u>8.25</u>	<u>8.25</u>	<u>8.25</u>
Reflective paint on concrete curb (face & top)	EA	<u>105.00</u>	<u>105.00</u>	<u>105.00</u>
Reflective pavement marker (RPM)(F&I)	EA	<u>62.00</u>	<u>62.00</u>	<u>62.00</u>
	EA	<u>4.75</u>	<u>4.75</u>	<u>4.75</u>
Sub-Total		<u> </u>	<u> </u>	<u> </u>

PART II: FURNISH AND INSTALL SIGN ON EXISTING POST

Description of Work Order Item	Unit	72 hours	10 days
Two-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>19.40</u>	<u>19.00</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>20.30</u>	<u>20.00</u>
Three-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>19.80</u>	<u>19.50</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>20.70</u>	<u>20.20</u>
Four-Color Sign Assembly			
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>20.10</u>	<u>20.00</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>21.00</u>	<u>20.50</u>
Sub-Total		<u> </u>	<u> </u>

PART III: FURNISH ONLY

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>10.00</u>	<u>9.75</u>	<u>9.50</u>
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF	<u>11.00</u>	<u>10.75</u>	<u>10.50</u>
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF	<u>16.50</u>	<u>16.25</u>	<u>16.00</u>

PART III: FURNISH ONLY (Continued)

Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	<u>10.35</u>	<u>10.25</u>	<u>10.15</u>
Type XI (Diamond Grade) reflective sheeting	SF	<u>11.50</u>	<u>11.25</u>	<u>11.15</u>

Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	11.25	11.00	10.95
Type XI (Diamond Grade) reflective sheeting	SF	12.75	12.50	12.25
Miscellaneous				
Type "B" Flashing Beacon (Selling Price)	EA	86.50	84.50	84.50
Sub-Total				

PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS

Description of Work Order Item	Unit	72 hours	10 days	30 days
Remove/Locate Signs				
Remove sign assembly	PA	15.00	14.75	14.50
Remove sign only	EA	3.75	3.75	3.75
Relocate sign assembly	PA	25.00	24.75	24.50
Miscellaneous				
Reflective paint on concrete curb (face and top)	SF	14.50	14.50	14.50
Reflective pavement marker (RPM)	EA	4.75	4.75	4.75
<i>*Excludes Weekends and Holidays</i>				
Sub-Total				

PART V: ECAT SIGNS

Description of Work Order Item	Unit	72 hours	10 days	30 days
Type I (or better) Multi-color reflective sheeting				
Bus Stop Sign 12" x 18"	EA	9.65	9.50	9.10
Post Green U-Channel 12FT #2	EA	23.50	23.25	23.00
Post Galvanized U-Channel 12FT #2	EA	38.25	38.10	38.00
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA	105.00	105.00	105.00
Install sign assembly w/U-channel post 12' #2	EA	25.00	25.00	25.00
Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA	25.00	25.00	25.00
Sub-Total				

PART VI: FURNISH & INSTALL STREET NAME SIGNS

Description of Work Order Item	Unit	10 days	30days	60,90,120 days
Street Name Sign assembly, (2) 9" blades (F&I)	AS	165.00	163.00	160.00
Street Name Sign assembly, (2) 12" blades (F&I)	AS	265.00	262.00	260.00
Street Name Sign assembly, (4) 9" blades (F&I)	AS	228.00	225.00	223.00
Street Name Sign assembly, (4) 12" blades (F&I)	AS	295.00	292.00	290.00
"Dead End" blade w/arrow, with sign assembly (F&I)	AS	165.00	163.00	160.00
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS	165.00	163.00	160.00
Remove & Dispose old street name sign w/post concrete marker	EA	N/A		
Spelling correction decal, 9" (Furnish)	EA	2.25	2.20	2.10
Spelling correction decal, 9" (F&I)	EA	2.90	2.80	2.70
Spelling correction decal, 12" (Furnish)	EA	2.95	2.85	2.75
Spelling correction decal, 12" (F&I)	EA	3.60	3.50	3.40
Block Number correction decal, 9" (F&I)	EA	2.90	2.80	2.70
Block Number correction decal, 9" (F&I)	EA	2.90	2.80	2.70
Block Number correction decal, 12" (Furnish)	EA	2.95	2.85	2.75

PART VI: FURNISH & INSTALL STREET NAME SIGNS (Continued)

Item#	Description of Work Order Item	Unit	10 days	30days	60,90,120 days
	Block Number correction decal, 12" (F&I)	EA	3.60	3.50	3.40
	Street Name Sign assembly, (1) 9" blades (F&I)	AS	160.00	158.00	156.00
	Street Name Sign assembly, (1) 12" blades (F&I)	AS	260.00	258.00	250.00

Street Name Sign, (1) 9"

blades on existing post (F&I)	EA	43.00	42.95	42.50
"Dead End" w/arrow, w/(2) 9" blades (F&I)	PR	46.00	45.95	45.50
"No Outlet" w/arrow, w/(2) 9" blades (F&I)	PR	46.00	45.95	45.50
"Dead End" w/arrow, w/(2) 12" blades (F&I)	PR	54.00	53.95	53.50
"No Outlet" w/arrow, w/(2) 12" blades (F&I)	PR	54.00	53.95	53.50
Overhead 18" Street Name Sign (Include Z-bar)	SF	N/A	29.75	29.50
Overhead 18" Street Name Sign (FO)	SF	18.50	18.25	18.00
Relocation of Existing Street Name Sign assembly	EA	15.00	15.00	15.00
Sub- Total				

Grand Total (Parts I-VI) \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Bidder: GULF COAST TRAFFIC ENGINEERS, INC
 Document Number 296792
 Occupational License No. 73936 & 73924
 Florida DBPR Contractor's License, Certification and/or Registration No. _____
 Type of Contractor's License, Certifications and/or Registration _____
 Expiration Date: _____
 Terms of Payment (Check one) Net 30 Days 2% 10th Prox _____

By: JOEL E. ENDERSON
 Signature: Joel E. Enderson
 Title: VICE PRESIDENT
 Address: 8203 KIPLING STREET
PENSACOLA, FL 32514
 Person to contact concerning this bid: JOEL E. ENDERSON
 Phone/Toll Free/Fax# 850-478-7066
850-476-0244
 E-Mail Address: JOEL@GCTEINC.COM
 Home Page Address: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2195

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Workers' Compensation Audit Additional Premium

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Audit Additional Premium - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an additional premium required as a result of the Workers' Compensation Audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$56,534, for the additional premium for audit period October 1, 2010, through September 30, 2011; and

B. Authorize the issuance of a Purchase Order, in the amount of \$56,534.

[Funding Source: Fund 501, (Internal Service), Cost Center 140834, Object Code 54501]

BACKGROUND:

The differences occurred in the actual payroll attributable to each class. As each class code has different rates, this caused the additional premium. The National Council on Compensation Insurance, Inc., (NCCI), sets the rates annually. This year there was a significant increase from last year.

BUDGETARY IMPACT:

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

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:

The audit was performed by L&L Auditing Services. Payroll information was provided by the Clerk's Office.

Attachments

WC Audit Premium



Florida Municipal Insurance Trust (FMIT) Final Audit for the 10/11 Fund Year

FMIT # 0869

Invoice Date: 2/2/2012

Due Date: 3/3/2012

ATTN: Michael Watts
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32591-1591

Please make check payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, FL 32302-1757

Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$1,389,920.00	\$1,389,920.00
Incentive Credit	\$0.00	\$0.00	\$0.00	\$0.00	(\$154,672.00)	(\$154,672.00)
Total Net Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235,248.00	\$1,235,248.00

Payment History

Payment Received On 10/8/2010	(\$1,247,459.00)
Refund of over payment 11/17/2010	\$68,745.00
Total Balance Forward	(\$1,178,714.00)

Final Audit Installment Due or Refund

Balance Due by 3/3/2012	\$56,534.00
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2188

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Florida Department of Transportation Section 5311 Non-Urbanized Area Formula Program Grant Application for Escambia County Area Transit in FY 2012-13

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Section 5311 Non-Urbanized Area Formula Program Grant Application for Escambia County Area Transit Fiscal Year 2012-2013 Funding - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Section 5311 Non-Urbanized Area Formula Program Grant Application, for Escambia County Area Transit (ECAT) Fiscal Year 2012-2013 Funding:

- A. Approve the submission of the Grant Application, and ratify the Chairman's signature on the Grant Application and all supporting documents;
- B. Adopt the Resolution authorizing the application, acceptance, and expenditure of Grant funds, pursuant to funds being awarded; and
- C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

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

BACKGROUND:

If accepted, the grant funds will provide mass transit operations funding for ECAT in FY 2013. Funds would be allocated to mass transit systems by FDOT from State Transportation Section 5311 Non-Urbanized Area Formula Program Grant Funds. ECAT has traditionally been awarded these grant funds, which are utilized to serve the non-urbanized areas of Escambia County.

BUDGETARY IMPACT:

No additional cost to the County should result from this action. Funding, if awarded, will be included in FY 2013 budget for ECAT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office have reviewed and approved the Resolution and Grant Application as to form and legal sufficiency. Any subsequent documents relating to this Grant will be reviewed and approved for the same by Legal prior to any required signature of the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of such agreements and adoption of Resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs and ECAT staff will continue to coordinate with FDOT staff to complete all submission and implementation requirements.

Attachments

FDOT Section 5311 Grant Application

Resolution - FDOT Section 5311 Grant Application

CHECKLIST FOR APPLICATION COMPLETENESS

Name of Applicant: _____ ECAT _____

Check One: New Applicant: _____ Recurring Applicant: x

The following documents must be included in section 5311 Operating Assistance Applications in the order listed:

- x This checklist.
- x Applicant's cover letter and 1 copies of the governing board's Resolution.
- x Forms B-1 and B-2 (Operating and Administrative Expense & Revenues; Grant Request.)
- x Application for Federal Assistance (Form 424, Code 20.509).
- x Exhibit A-1: Fact Sheet.
- x Exhibit E: Single Audit Act, and a copy of the latest completed audit, if applicable.
- N/A Exhibit E-1: Certification of Exemption from Single Audit Act, if applicable.
- x Exhibit F: Federal Certifications and Assurances.
- x Exhibit I: FTA Section 5333(b) Assurance.
- x Exhibit K: Coordinated Public Transit-Human Services Transportation Plan.

Date Application submitted to Local Clearinghouse Agency _____

Additional documents required from New Applicants:

- N/A Exhibit A – Current System Description.
- N/A Exhibit B – Proposed Project Description.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GRANT APPLICATION

ESCAMBIA COUNTY, FLORIDA submits this Application for the Section 5311 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

This Application is submitted on this February day of ~~January~~, 2012 with two (2) original resolutions or certified copies of the original resolution authorizing Wilson B. Robertson, Chairman to sign this Application.

Escambia County, Florida

By Wilson B. Robertson Date 2-8-2012
Wilson B. Robertson
Title: Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk



Date Executed

2-8-2012

This document approved as to form and legal sufficiency.

By: Justin Kemp
Title: AG
Date: 2/6/12

RESOLUTION R 2012-___

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 FOR 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 Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a 5311 Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

- Section 1.** The whereas clauses are true and incorporated by reference herein.
- Section 2.** That this resolution applies to Federal Programs under USC Section 5311.
- Section 3.** That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.
- Section 4.** That the Chairman is hereby authorized to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.
- Section 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of _____, 201_

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

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: *[Signature]*
Title: *[Signature]*
Date: *2/6/12*

FORM B-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant:

Escambia County Area Transit

Fiscal period from 10/1/2012 to 9/30/2013

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	\$ 3,691,558.00	\$ 224,589.00
Fringe and Benefits (502)	1,734,614.00	85,517.00
Services (503)	727,988.00	42,051.00
Materials and Supplies (504)	1,902,780.00	118,148.00
Vehicle Maintenance (504.01)	0.00	0.00
Utilities (505)	135,755.00	8,466.00
Insurance (506)	447,247.00	34,896.00
Licenses and Taxes (507)	83,083.00	8,830.00
Purchased Transit Service (508)	1,547,843.00	85,000.00
Miscellaneous (509)	50,168.00	3,412.00
Leases and Rentals (512)	54,303.00	7,085.00
Depreciation (513)	0.00	0.00
TOTAL	\$ 10,375,339.00	\$ 617,994.00

SECTION 5311 GRANT REQUEST

Total FTA Eligible Expenses (From Form B-1, above)	\$ <u>617,994.00</u>	(a)
Rural Passenger Fares (from Form B-2)	\$ <u>20,849.00</u>	(b)
Operating Deficit [FTA Eligible Expenses (a) minus Rural Passenger Fees (b)]	\$ <u>597,145.00</u>	(c)
Section 5311 Request (No more than 50% of Operating Deficit)	\$ <u>298,572.50</u>	(d)
Grant Total All Revenues (from Form B-2)	\$ <u>307,585.00</u>	*(e)

Note: If Grant Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5311 Request (d) by that amount.

FORM B-2
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

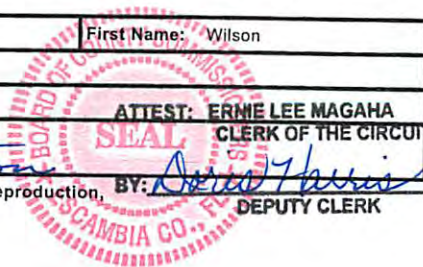
Name of Applicant:

Escambia County Area Transit

Fiscal period from 10/1/2012 to 9/30/2013

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	Total = \$ 1,055,000.00 Rural = \$ 20,849.00 (b)	
Special Transit Fares (402)	151,897.00	0.00
School Bus Service Revenues (503)	0.00	
Freight Tariffs (404)	0.00	0.00
Charter Service Revenues (405)	0.00	
Auxiliary Transportation Revenues (406)	91,753.00	4,054.00
Non-transportation Revenues (407)	9,880.00	0.00
Total Operating Revenue	\$ 1,308,530.00	\$ 4,054.00
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)	4,766,723.00	164,824.00
Local Special Fare Assistance (410)	296,724.00	0.00
State Cash Grants and Reimbursements (411)	2,026,492.00	138,707.00
State Special Fare Assistance (412)	0.00	0.00
Federal Cash Grants and Reimbursements (413)	2,168,254.00	0.00
Interest Income (414)	0.00	0.00
Contributed Services (430)	0.00	0.00
Contributed Cash (431)	0.00	0.00
Subsidy from Other Sectors of Operations (440)	0.00	0.00
Total of Other Revenue	\$ 9,258,193.00	\$ 303,531.00
GRAND TOTAL ALL REVENUE	\$ 10,566,723.00	\$ 307,585.00 (e)

1. TYPE OF SUBMISSION	
Application - place an x in the box <input type="checkbox"/> construction <input checked="" type="checkbox"/> non-construction	Pre-application - place an x in the box <input type="checkbox"/> construction <input type="checkbox"/> non-construction
2. DATE SUBMITTED 1/19/2012	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION	
Legal Name: Escambia County Area Transit	Organizational Unit: Department
Organizational DUNS: 075079673	Division:
Address: 1515	Name and telephone numbers of person to be contacted on matters involving this application (give area code)
Street: W. Fairfield Dr.	Prefix: First Name: Chris
City: Pensacola	Middle Name: P
County: Escambia	Last Name: Westbrook
State: Florida Zip Code 32501	Suffix:
Country: United States	Email: chris.westbrook@veoliatransdev.com
6. EMPLOYER IDENTIFICATION NUMBER (EIN): (Replace these boxes with numerals) 5 9 - 6 0 0 0 5 9 8	Phone Number (give area code) (850) 595-3228 x 217
	Fax Number (give area code) (850) 595-3222
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in the box (See back of form for description of letters.) Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) County Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: (Replace these boxes with numerals) 2 0 - 5 0 9	9. NAME OF FEDERAL AGENCY:
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.) Escambia County	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Non-Urbanized Area Funding
13. PROPOSED PROJECT Start Date: 10/1/2012 Ending Date: 9/30/2013	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 1 b. Project 1
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 298,572.00	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
b. Applicant \$ 0.00	DATE: 1/19/2012
c. State \$ 0.00	b. No. PROGRAM IS NOT COVERED BY E.O. 12372
d. Local \$ 298,573.00	PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
e. Other \$ 0.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
f. Program Income \$ 0.00	Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No
g. TOTAL \$ 597,145.00	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
a. Authorized Representative	
Prefix	First Name: Wilson Middle Name: B.
Last Name: Robertson	Suffix:
b. Title: Chairman, BCC	c. Telephone Number (give area code)
d. Signature of Authorized Representative <i>Wilson B Robertson</i>	e. Date Signed: 2-8-2012



This document approved as to form and legal sufficiency by *[Signature]* dated 2/12/12

EXHIBIT A-1 FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED
1. Number of one-way passenger trips. PER YEAR	10,291	12,000
2. Number of individuals served unduplicated (first ride per rider per fiscal year). PER YEAR	1,030	1,200
3. Number of vehicles used for this service. ACTUAL	2	2
4. Number of ambulatory seats. AVERAGE PER VEHICLE (Total ambulatory seats divided by total number of fleet vehicles)	32	32
5. Number of wheelchair positions. AVERAGE PER VEHICLE (Total wheelchair positions divided by total number of fleet vehicles)	4	4
6. Vehicle Miles traveled. PER YEAR	93,600	93,600
7. Average vehicle miles. PER DAY	30	30
8. Normal vehicle hours in operation. PER DAY	5	5
9. Normal number of days in operation. PER WEEK	6	6
10. Trip length (roundtrip). AVERAGE	31.7	31.7

- Estimates are acceptable.

APPLIES TO ALL APPLICANTS.

EXHIBIT E
Single Audit Act (as described in OMB Circular A-133)

1. If the applicant receives \$500,000 or more for the current fiscal year from all Federal sources:

- A. It is subject to the Single Audit Act. If this requirement applies:
- a. A copy of the applicant's most recent audit report must be submitted to the FDOT District Office with the application if this was not done previously. The report should be marked "Exhibit E."
 - b. If the most recent audit report was previously sent to the District Office, the date submitted should be shown in "Exhibit E" in the application.
 - c. Applicants that received a Section 5311 award in the last fiscal year should include a copy of the pages from the annual audit that indicates the auditor specifically tested for Section 5311 requirements and certifies compliance.

IS HEREBY IT CERTIFIED THAT ESCAMBIA COUNTY:

- 1. Has previously submitted the most recent audit report and
- 2. This audit is currently on file in the District Office.


Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: 
Deputy Clerk



Date Executed

2-8-2012

This document approved as to form and legal sufficiency.


By: 
Title: _____
Date: 2/6/12

Exhibit F

APPENDIX A

FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Escambia County, Florida

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. X
OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

APPENDIX A

FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Escambia County, Florida

Name and Relationship of Authorized Representative: Wilson B. Robertson, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

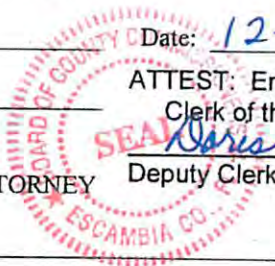
Signature Wilson B. Robertson

Date: 12-8-2011

Name Wilson B. Robertson, Chairman
Authorized Representative of Applicant

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Debra Harris
Deputy Clerk



AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County, Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature Alison Rogers, assistant county attorney

Date: 11/10/11

Name Alison Rogers
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

BBC Approved 12-08-2011

APPLIES TO ALL APPLICANTS.

EXHIBIT I FTA Section 5333 (b) Assurance

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Non-urbanized Area Program; (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

ESCAMBIA COUNTY (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5311 Program.

This document approved as to form and legal sufficiency.

By: [Signature]

Title: AG#

Date: 2/6/12

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

[Signature]
Wilson B. Robertson, Chairman

BCC APPROVED: _____

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

[Signature]
Deputy Clerk

Date Executed

2-8-2012

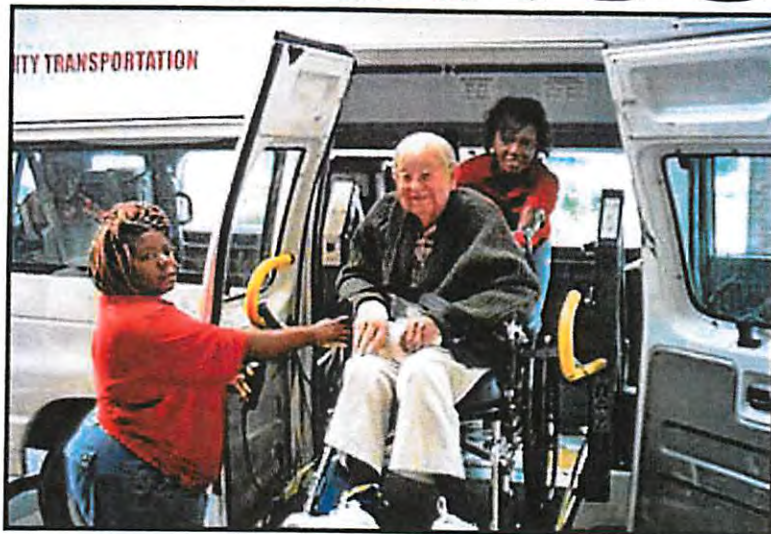


Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY (See Appendix for Example)

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3.
Escambia County Paratransit Service to Non-Urbanized Areas	Pensacola Bay Transportation Co.	Escambia County Area Transit (ECAT) Contracts for paratransit service	Amalgamated Transit Union Local 1395
Escambia County Fixed Route Service to Non-Urbanized Areas	Route 60 Service to Century, Florida	Escambia County Area Transit (ECAT) Provides fixed route service.	Amalgamated Transit Union Local 1395

ESCAMBIA COUNTY



***Five Year
FY 2009/10 - 2013/14
Transportation
Disadvantaged
Service Plan***

2011/12 Annual Update

Adopted May 24, 2011

Coordinator

Pensacola Bay Transportation
Robert Dones, General Manager
3100 McCormick Street
Pensacola, FL 32514
Phone: (850) 476-8130
Fax: (850) 484-2701

LCB Chairperson

Commissioner Marie Young, Chairperson
Escambia County Local Coordinating Board

Planning Agency



West Florida Regional Planning Council:
Florida-Alabama TPO and Local Coordinating Board Staff
Vikki Garrett, Regional Planner II
Dorothy McKenzie, Administrative Professional
Post Office Box 11399
Pensacola, FL 32524-1399
Phone: 850.332.7976 / Toll Free: 800.226.8914
Fax: 850.637.1923
<http://www.wfrpc.org/>

COORDINATING BOARD MEMBERSHIP CERTIFICATION

Escambia County, Florida

Name: Florida Alabama Transportation Planning Organization Address: P. O. Box 11399, Pensacola, FL 32524-1399
 The Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

REPRESENTATION	MEMBER'S NAME	ALTERNATE'S NAME	TERM
(1) Chair (Elected Official)	Marie Young	Larry Vickrey (Vice Chair)	
(2) Elderly	John Clark	Ann Brown	2011-2014
(3) Disabled	Warren Jernigan	Frank Cherry	2010-2013
(4) Citizen Advocate	Sarah Johnson	Barbara Mayall	2010-2013
(5) Citizen Advocate/User	Cynthia Barnes	Jonita Taylor	2011-2014
(6) Veteran Services	Mark Brooks	Aleshia Hall	2011-2014
(7) Community Action	Larry Vickrey	Orlando Woodard	2009-2012
(8) Local Public Education	Vacant		2011-2014
(9) Florida Department of Transportation	Donnie Duce	Kathy Rudd	
(10) Department of Children and Families	Randy Fleming	Malva Weaver	
(11) Florida Department of Education	Michael Whitehead	Lisa O' Quinn	
(12) Department of Elder Affairs	Gwendolyn Rhodes	Voncile Goldsmith	
(13) Agency for Health Care Administration	Charles Beale	John Maraldo	
(14) Children at Risk	Linda Harris	Patricia Parker	2009-2012
(15) Private Transportation Industry	Carolyn Dubose		2010-2013
(16) Mass/Public Transit	Kenneth Gordon	Theo Lettman	
(17) Local Medical Community	Cheryl Henrichs	Wendy Perry	2009-2012
(18) Workforce Development Board	Susan Nelms	Bill Barron	

SIGNATURE: 

TITLE: Chairman

DATE: 6-9-11

ESCAMBIA Member Certification 2011-2012

Local Coordinating Board – Roll Call Voting Sheet

The Local Coordinating Board for **Escambia County** hereby certifies that an annual evaluation of this Community Transportation Coordinator, **Pensacola Bay Transportation**, was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This **Escambia County Transportation Disadvantaged Service Plan** was reviewed in its entirety and approved by this Board at an official meeting held on **May 24, 2011**.

Date 6/8/11


Local Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged:

Date _____

Executive Director

Escambia County Transportation Disadvantaged Service Plan Local Coordinating Board for Escambia County Roll Call Vote

Representation	Member	Meeting Attendance		Approval Vote		
		Present	Absent	Yes	No	Abstain
Elected Official – Chair	Marie Young	X		X		
Elderly	Ann Brown	X		X		
Disabled	Warren Jernigan / Alt Frank Cherry		X			
Citizen Advocate	Sarah Johnson	X		X		
Citizen Advocate/User	Cynthia Barnes		X			
Children At Risk	Linda Harris / Alt Patricia Parker		X			
Community Action	Larry Vickrey	X		X		
Local Public Education	Vacant					
FL Dept of Trans	Kathy Rudd	X		X		
Dept of Children & Families	Malva Weaver	X				X
FL Dept of Elder Affairs	Gwendolyn Rhodes	X		X		
FL Dept of Education	Michael Whitehead	X		X		
AHCA (Medicaid)	Charles Beale	X				X
Workforce Dev Board	Susan Nelms	X		X		
Veteran Services	Mark Brooks / Alt Aleshia Hall		X			
Mass/Public Transit	Tonya Ellis	X				X
Private Trans Industry	Carolyn Dubose		X			
Local Medical Community	Cheryl Henrichs	X		X		

RESOLUTION R 2012-___

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 FOR 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 Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a 5311 Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

- Section 1.** The whereas clauses are true and incorporated by reference herein.
- Section 2.** That this resolution applies to Federal Programs under USC Section 5311.
- Section 3.** That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.
- Section 4.** That the Chairman is hereby authorized to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.
- Section 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of _____, 201_.

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

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: *[Signature]*
Title: *[Signature]*
Date: *2/6/12*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2174

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Accept a Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida:

- A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a 20-foot-wide Drainage Easement from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;
- B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for stormwater drainage, and the County benefits from the acquisition of this property because it will facilitate drainage improvements for the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The area of the Rosa Parks Subdivision, located south of Leonard Street and abutting The School Board's property, which is the site of Pensacola High School, has a history of stormwater drainage issues. Escambia County has plans in design to construct drainage improvements to alleviate stormwater and drainage concerns within this area. Design indicates the need for a 20-foot-wide drainage easement located along a portion of the east boundary of The School Board's property. The School Board is willing to grant a 20-foot-wide drainage easement to the

County in order to facilitate this drainage project.

BACKGROUND:

The area of the Rosa Parks Subdivision, located south of Leonard Street and abutting School Board property, which is the site of Pensacola High School, has a history of stormwater drainage issues. Escambia County has plans in design to construct drainage improvements to alleviate stormwater and drainage concerns within this area. Design indicates the need for a 20 foot wide drainage easement located along a portion of the east boundary of the School Board property. The School Board is willing to grant a 20 foot wide drainage easement to the County in order to facilitate this drainage project.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on February 1, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to accept the easement, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed with the acquisition, by donation, of this easement. Staff has been in contact with The School Board of Escambia County, Florida.

Attachments

Drainage Easement

Map

This document was prepared by:
Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Rosa Parks Subdivision Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 17th day of January, 2012, by and between THE BOARD OF PUBLIC INSTRUCTION OF ESCAMBIA COUNTY, FLORIDA, a/k/a THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, whose mailing address is 75 North Pace Boulevard, Pensacola, Florida 32505 (Grantor) and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 18, Township 2 South, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

See Attached Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement

area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

THE BOARD OF PUBLIC INSTRUCTION
OF ESCAMBIA COUNTY, FLORIDA

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JAN 17 2012
MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

By: Bill Slayton
Signature

Bill Slayton

Title: Chairman

ATTEST: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR January 2012 AGENDA
JAN 03 2012

[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____, 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By

Title

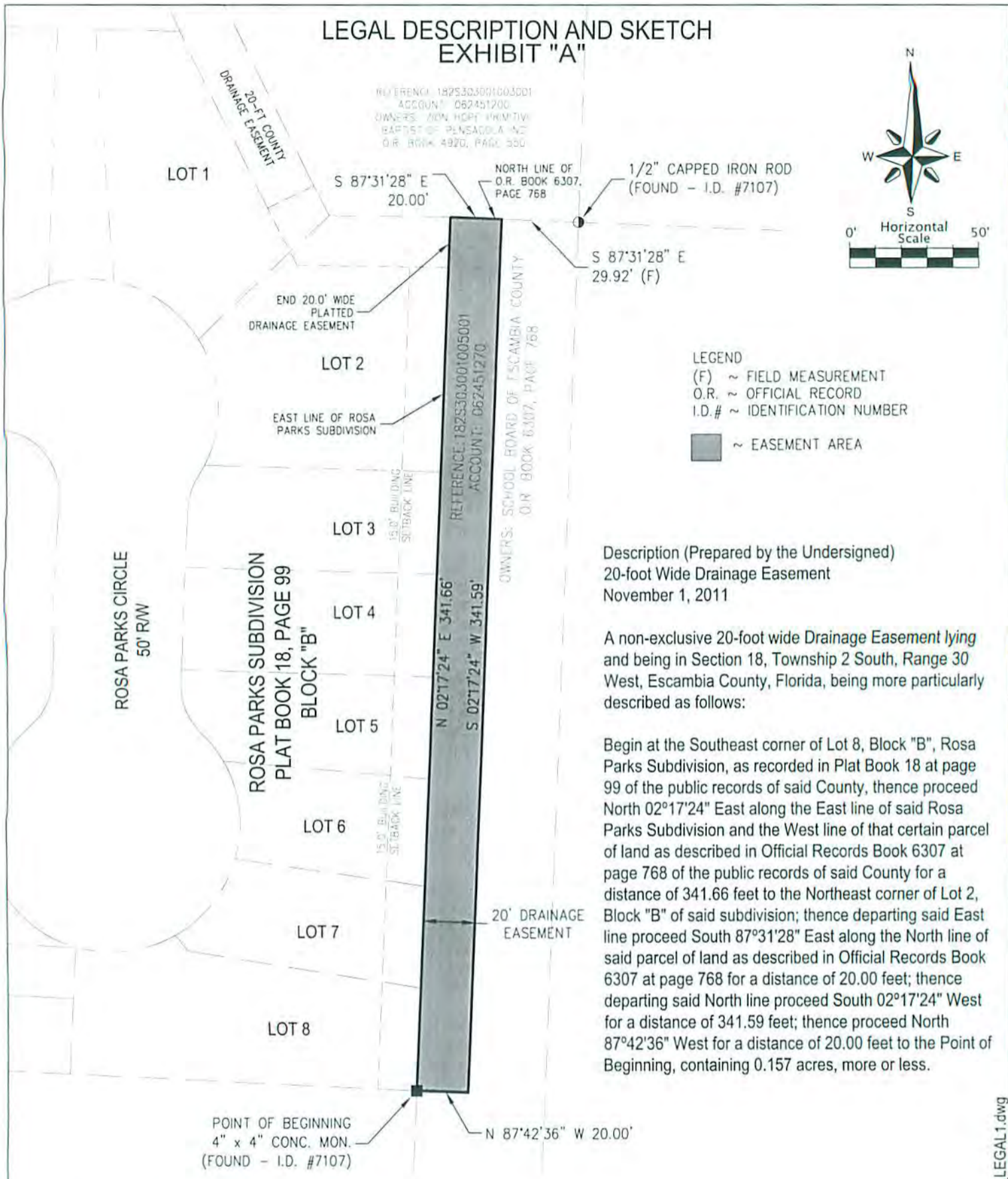
Date

[Signature]

Asst. County Attorney

Feb. 1, 2012

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



LEGEND
 (F) ~ FIELD MEASUREMENT
 O.R. ~ OFFICIAL RECORD
 I.D.# ~ IDENTIFICATION NUMBER
 [Shaded Box] ~ EASEMENT AREA

Description (Prepared by the Undersigned)
 20-foot Wide Drainage Easement
 November 1, 2011

A non-exclusive 20-foot wide Drainage Easement lying and being in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 8, Block "B", Rosa Parks Subdivision, as recorded in Plat Book 18 at page 99 of the public records of said County, thence proceed North 02°17'24" East along the East line of said Rosa Parks Subdivision and the West line of that certain parcel of land as described in Official Records Book 6307 at page 768 of the public records of said County for a distance of 341.66 feet to the Northeast corner of Lot 2, Block "B" of said subdivision; thence departing said East line proceed South 87°31'28" East along the North line of said parcel of land as described in Official Records Book 6307 at page 768 for a distance of 20.00 feet; thence departing said North line proceed South 02°17'24" West for a distance of 341.59 feet; thence proceed North 87°42'36" West for a distance of 20.00 feet to the Point of Beginning, containing 0.157 acres, more or less.

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- 4) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 18, TOWNSHIP 2 SOUTH, RANGE 30 WEST; PLAT OF ROSA PARKS SUBDIVISION, PLAT BOOK 18 AT PAGE 99 AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 02°17'24" EAST ALONG THE EAST LINE OF ROSA PARKS SUBDIVISION.
- 7) FIELD DATE: SEPTEMBER 27, 2011; FIELD NOTES RECORDED IN FIELD BOOK 508, PAGES 33-37; FIELD BOOK 481, PAGES 70.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: CSR	Project No.: 20110103	ENGINEERING DEPARTMENT	
Survey Date: 09/27/2011	Drawing No. L-4920	ESCAMBIA COUNTY, FLORIDA	
Drawing Date: 11/01/2011		3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Section, Township, Range: 18, T-2-S, R-30-W			
Type of Survey: Legal Description and Sketch	Sheet No. 1 of 1	<i>R.S. Colocado</i>	Date: 02/06/12
Field Books: 484,508 Pages: 70,33-37	Date:	State of Florida	
Revisions:		R.S. Colocado Professional Surveyor and Mapper No. 6049	
The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.			

L:\Drafting\ID STREET\20110103\dwg\ROSA PARKS_LEGAL1.dwg

REQUESTED 20 FOOT WIDE DRAINAGE EASEMENT FROM THE SCHOOL BOARD OF ESCAMBIA COUNTY



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 02/01/12 DISTRICT 3

 20 Foot Wide Drainage Easement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2171

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Project Funding and a Proposed Geothermal System on Contract PD 10-11.079
"Perdido Key Fire Station and Community Center"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Project Funding and a Proposed Geothermal System on Contract PD 10-11.079. "Perdido Key Fire Station and Community Center" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Perdido Key Fire Station and Community Center, Contract PD 10-11.079:

A. Approve a project budget increase of \$320,000, to be placed in the Owner's Contingency/Reserve; and

B. Authorize staff to proceed with developing a Change Order for a Geothermal System, to be funded out of the \$320,000 Owner's Contingency/Reserve.

[Funding Source for the \$320,000 will come from the Southwest Park Complex, Fund 352, "LOST III", Cost Center 350235, Project #08PR0102, Object Code 56301, and will be placed in Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0012]

In the November 17, 2011, Recommendation to award the Perdido Key Fire Station and Community Center Contract (PD 10-11.079) to Rod Cooke Construction, Inc. (RCCI), it was stated that there would be an unencumbered amount of \$53,378 that would be used as contingency. Combined with the anticipated \$100,000 in tax savings resulting from the County's Owner Direct Purchase (ODP) Program, the available contingency would be approximately \$150,000. The Recommendation stated that a ten percent contingency of \$462,000 would be preferable. (The awarded Contract amount is \$4,620,000.) Staff is now requesting an increase of \$320,000 in funding to increase the contingency (or County reserve) to approximately ten percent. The funding would be placed in the County's Project Cost Center for use should the need arise.

Additionally, the Recommendation stated that a geothermal system was included in the bid documents as an alternate. RCCI had made an error in their geothermal alternate cost by bidding it much higher than intended and much higher than the other bidders. Therefore, the system was not included in the Recommendation to award to RCCI. It is important to note that

RCCI was the low bidder with and without the geothermal alternate.

Construction is in progress, with sitework and building pad preparation underway. Staff has requested a Change Order proposal from RCCI to install the geothermal system, as described in the bid alternate. Staff anticipates that RCCI's geothermal proposal will be considerably less than their original alternate bid of \$230,000. This geothermal Change Order amount will be funded from the additional contingency/reserve amount being requested in this Recommendation.

BACKGROUND:

In the Nov. 17, 2011, Recommendation to award the Perdido Key Fire Station and Community Center Contract (PD 10-11.079) to Rod Cooke Construction, Inc. (RCCI), it was stated that there would be an unencumbered amount of \$53,378 that would be used as contingency. Combined with the anticipated \$100,000 in tax savings resulting from the County's owner direct purchase (ODP) program, the available contingency would be approximately \$150,000. The Recommendation stated that a ten percent contingency of \$462,000 would be preferable. (The awarded contract amount is \$4,620,000.) Staff is now requesting an increase of \$320,000 in funding to increase the contingency (or County reserve) to approximately ten percent. The funding would be placed in the County's project Cost Center for use should the need arise.

Additionally, the Recommendation stated that a geothermal system was included in the bid documents as an alternate. RCCI had made an error in their geothermal alternate cost by bidding it much higher than intended and much higher than the other bidders. Therefore, the system was not included in the Recommendation to award to RCCI. It is important to note that RCCI was the low bidder with and without the geothermal alternate.

Construction is in progress, with sitework and building pad preparation underway. Staff has requested a change order proposal from RCCI to install the geothermal system as described in the bid alternate. Staff anticipates that RCCI's geothermal proposal will be considerably less than their original alternate bid of \$230,000. This geothermal change order amount will be funded from the additional contingency/reserve amount being requested in this Recommendation.

BUDGETARY IMPACT:

Funding Source for the \$320,000 will come from the Southwest Park Complex Fund 352 "LOST III", Cost Center 350235, Project #08PR0102, Object Code 56301 and will be placed in Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0012.

LEGAL CONSIDERATIONS/SIGN-OFF:

Staff consulted with the County Attorney prior to the November award Recommendation. The County Attorney's Office advised staff that negotiating the geothermal system with RCCI after the award would be an inappropriate approach. However, staff is bringing this Recommendation forward because of the benefits to the County and the fact that RCCI's cost remains below that of the next low bidder.

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 request will be transmitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2172

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/01/2012

Issue: Acquisition of Property from David F. S. Galloway, III, Located at 2107 W.Jordan Street for the "P" Street and Jordan Street Area Drainage Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property from David F. S. Galloway, III, Located at 2107 West Jordan Street for the "P" Street and Jordan Street Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two adjacent parcels of real property, totaling approximately 1.56 acres, located at 2107 West Jordan Street, from David F.S. Galloway, III, for the "P" Street and Jordan Street Area Drainage Project:

A. Authorize the purchase of two adjacent parcels of real property located at 2107 West Jordan Street, totaling approximately 1.56 acres with a one-story retail/warehouse facility located on site, for the appraised value of \$300,000, from David F.S. Galloway, III, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of two adjacent parcels of real property, totaling approximately 1.56 acres, located at 2107 West Jordan Street; and

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

[Funding Source: Fund 352, LOST III, Account 210107/56101/56301, Project 08EN0353, "P Street and Jordan Street Drainage Improvements"]

The area of "P" Street and Jordan Street has a well-documented history of stormwater drainage issues. The lack of property for stormwater retention has been one of the main hindrances to alleviating these problems. The County has a project in design to correct the drainage issues in this area. Design indicated a need for property for stormwater retention in the "P" Street and Jordan Street area.

BACKGROUND:

The area of "P" Street and Jordan Street has a well documented history of stormwater drainage issues. The lack of property for stormwater retention has been one of the main hindrances to alleviating these problems. The County has a project in design to correct the drainage issues in this area. Design indicated a need for property for stormwater retention in the "P" Street and Jordan Street area. Pursuant to Board's adoption of the Policy for Real Property Acquisitions Related to Road and Drainage Projects dated April 21, 2011, Staff has been negotiating with several property owners in this area who have property suitable for the drainage project. Most blocks of property in this area have multiple owners of lots. Staff has been unable to coordinate acquiring enough contiguous lots for the required retention pond area. Staff has been in contact with Mr. David Galloway who owns two adjacent parcels of property totaling approximately 1.56 acres located at 2107 W. Jordan Street. Mr. Galloway indicated that he was interested in selling his property. Staff had two appraisals performed, which is Board policy if the property is valued at \$250,000 or more. One appraisal, performed by G. Daniel Green dated November 3, 2011, placed a value of \$375,000. The other appraisal, performed by Brantley & Associates dated December 7, 2011, placed a value of \$300,000. Mr. Galloway indicated that he would be amenable to accepting \$300,000, which is the lower appraisal of the two performed. Staff prepared a Contract for Sale and Purchase, which includes an offer to purchase the two lots for the appraised value of \$300,000 with the owner (seller) being responsible for closing costs of documentary stamps and a survey, which the owner has agreed to, with the understanding that this acquisition requires final Board approval. The owner has agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Account 210107/56101/56301, Project 08EN0353, "P Street and Jordan Street Drainage Improvements."

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on February 22, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Appraisal Hernandez Jordan

Appraisal Jordan

Appraisal Hernandez

Title Commitment Hernandez

Title Commitment Jordan

BCC Policy-4/21/11

Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **David F. S. Galloway, III**, whose mailing address is P.O. Box 17507, Pensacola, Florida 32522 and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Three Hundred Thousand Dollars (\$300,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Seller); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer),

costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker, other than Neal & Company, LLC, who is the agent of the Seller and, notwithstanding any other provision of this Contract, who will be compensated by the Seller. Neal & Company, LLC, shall receive a commission of seven (7) percent of the purchase price, which shall be paid upon and at closing. The parties warrant to one another that no other real estate brokers or other salespersons have been used to procure this sale and no other brokerage commissions or other payments are required under this provision.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Seller have no right of specific performance. If Seller fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

David F.S. Galloway, III
P.O. Box 17507
Pensacola, FL, 32522

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Seller shall obtain a survey. If the survey discloses any objectionable items, objectionable matters will be viewed as title defects and the provisions of Paragraph 4

shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

Date:

BCC Approved:

This document approved as to form and legal sufficiency.

By SB West

Title Aut. County Attorney

SELLER: Date Feb. 22, 2012

Rosalie Tess Galloway
Witness

Rosalie Tess GALLOWAY
Print Name

Donald C Neal
Witness

DONALD C NEAL
Print Name

David F. S. Galloway III
DAVID F. S. GALLOWAY, III

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22nd day of February, 2012, by DAVID F.S. GALLOWAY, III. He () is personally known to me, () produced current _____ as identification.

(Notary Seal)

Matthew Davis
Signature of Notary Public
Matthew I. Davis
Printed Name of Notary Public

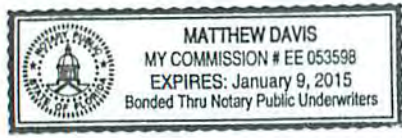


EXHIBIT "A"

A portion of Block 28, Highland Park Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Deed Book 69 Page 616 of the public records of said county, more particularly described as follows: All of Lots 1 through 5 inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the West 5 feet of Lot 15; and all of Lots 16 through 20, inclusive, Block 28.

Parcel Reference Number: 17-2S-30-1200-001-028:

And also:

A portion of Block 28, Highland Park Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Deed Book 69 Page 616 of the public records of said county, more particularly described as follows: The East 25.0 feet of the South 25.0 feet of Lot 6; the South 25.0 feet of Lots 7, 8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10, and the West 15.0 feet of Lot 11, and all of Lots 12, 13, and 14, inclusive; and the East 25 feet of Lot 15; along with the 20 foot alley running East and West in the center of Block 28.

Parcel Reference Number 17-2S-30-1200-011-028.

SUMMARY APPRAISAL

RETAIL/WAREHOUSE FACILITY

LOCATED AT 2107 WEST JORDAN STREET
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32505

AS OF NOVEMBER 22, 2011

B&A File: W11TM6728



PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS
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

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: CERT GEN RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
FL: CERT GEN RZ2552

BRUCE A. BLACK
FL: CERT GEN RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

DAVID C. SINGLETON, MBA
FL: TRAINEE RI23421
AL: TRAINEE REAL PROPERTY APPRAISER T01790

TORRI L. MATHERNE
FL: CERT GEN RZ2987

MICHAEL MIRAGLIOTTA
FL: CERT GEN RZ2173

December 7, 2011

Ms. Judy Cantrell
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

Re: Summary Appraisal Report of a Retail/Warehouse facility located at 2701 West Jordan Street in Pensacola, Escambia County, Florida 32505.
BA File #W11TM6728

Dear Ms. Cantrell:

At your request, we have inspected the above referenced property for the purpose of obtaining an opinion of its market value as of November 22, 2011, being the last date of inspection of the property. The property rights appraised are the fee-simple estate.

The subject is a 10,020 SF (+/-) retail/warehouse facility situated upon 1.56-Acres (+/-) of land and located at 2701 West Jordan Street in Pensacola, Florida.

We are of the opinion that the value of the fee simple estate of this property, as of November 22, 2011, is:

THREE HUNDRED THOUSAND DOLLARS
\$300,000

Allocated as Follows:

Land Site	\$180,000
Improvements	\$120,000

The above value opinion is subject to the general limiting conditions stated within the body of this report, as well as the following special assumptions:

- 1. We asked for but were not provided with a copy of a survey of the subject property, and we are not surveyors. Because we were unable to accurately sketch the site per the plat map, we relied upon the Escambia County Property Appraiser's assessment mapping in order to define the subject's site area and site boundaries. We assume that this information correctly depicts the subject site. Should a future survey determine otherwise then this appraisal would be invalid or subject to amendment.**
- 2. Portable buildings located upon the subject property are not included in value.**



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 · FAX (850) 438-0617

- 3. We were not able to access the private offices within the subject property. These areas were locked, and the key was not provided by the listing agent. We were able to see inside the windows and the office areas appear to be in average condition. But we were not able to inspect all of the restroom facilities. We assume there is no deferred maintenance within these areas. Should any future information determine otherwise this appraisal would be invalid or subject to amendment.**

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 data, reasoning and analysis 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 the discussion contained in this report is specific to the needs of the client and the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

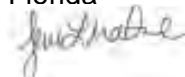
This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ 289
Florida



Torri L. Matherne, Associate
Cert Gen RZ 2987
Florida

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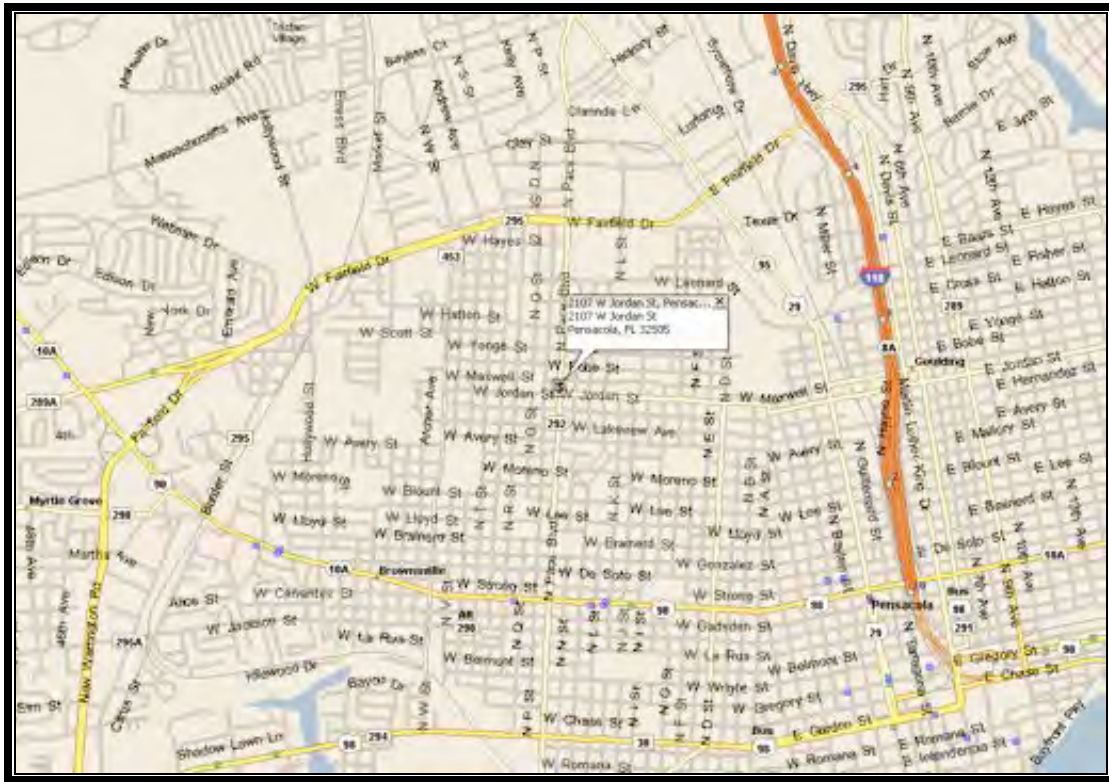
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Retail/Warehouse Facility
LOCATION OF PROPERTY:	WS of P Street at the intersections of W Jordan Street and West Hernandez Street, in Pensacola, Escambia County, Florida.
OWNERSHIP:	Davis Galloway, III PO Box 17507 Pensacola, Florida 32522
PURPOSE OF APPRAISAL:	To obtain an opinion of the market value of the subject property, as of the effective date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUE:	November 22, 2011
DATE OF REPORT:	December 7, 2011
YEAR 2011 ASSESSMENT:	\$241,165
YEAR 2011 TAXES & ASSESSMENTS:	\$3,743.24
ZONING:	C-2, General Commercial and Light Manufacturing District per Escambia County
FUTURE LAND USE:	MU-U, Mixed Use Urban per Escambia County
LAND AREA:	1.56-acres (+/-) per assessment mapping
IMPROVEMENTS:	Improvements include a one-story, 10,020 SF (+/-) pre-engineered metal retail/warehouse building, and related site improvements.
HIGHEST AND BEST USE:	Continued use as a retail/warehouse facility.

VALUATION:

LAND VALUATION:	\$180,000
SALES COMPARISON APPROACH:	\$300,000
INCOME APPROACH:	\$340,000
FINAL VALUE OPINION:	\$300,000

LOCATION MAPS INCLUDING THE SUBJECT



PENSACOLA, FL

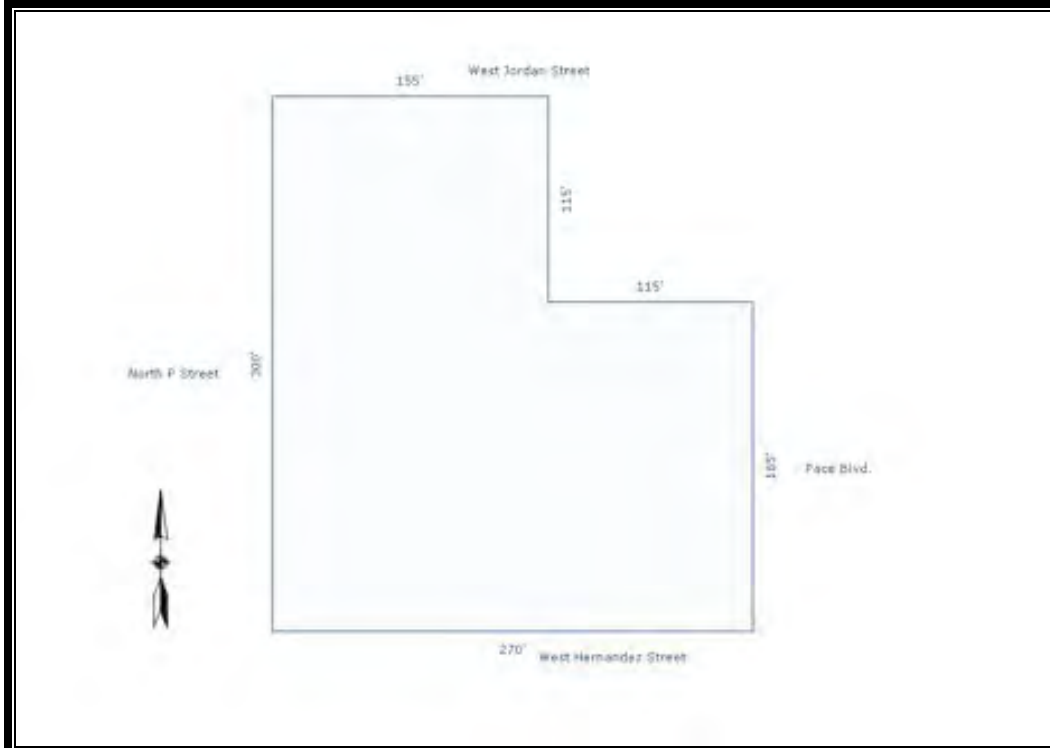
AERIAL MAP INCLUDING THE SUBJECT PROPERTY PER COUNTY



AERIAL MAP INCLUDING THE SUBJECT PROPERTY



ASSESSMENT MAP INCLUDING THE SUBJECT SITE



BASED UPON THE ABOVE ASSESSMENT MAP, THE SUBJECT SITE CONTAINS 1.56-ACRES (+/-) OF SITE AREA, OR 67,775 SF (+/-).

IMPROVEMENTS SKETCH PROVIDED BY THE LISTING AGENT



PHOTOGRAPHS OF THE SUBJECT PROPERTY



FRONT VIEW - W HERNANDEZ



FRONT VIEW - HERNANDEZ & P



BACK VIEW



BACK VIEW & EXCESS LAND AREA



SITE VIEW



VIEW OF SITE FROM PACE BLVD.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



WEST HERNANDEZ – WEST



WEST HERNANDEZ – EAST



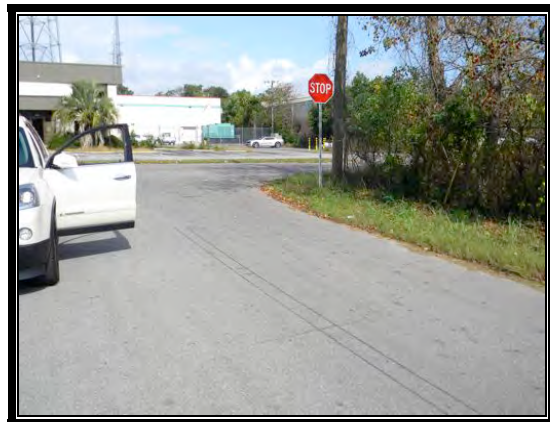
WEST JORDAN STREET – EAST



WEST JORDAN STREET – WEST

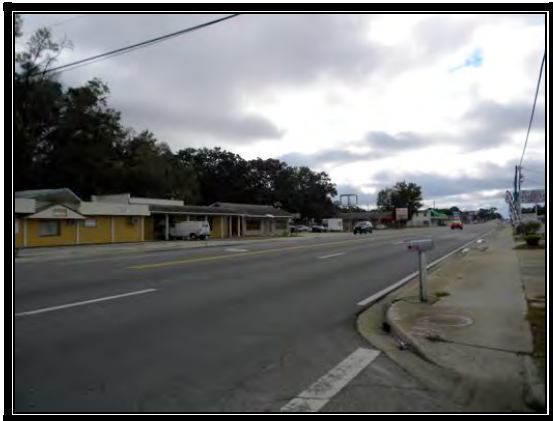


NORTH P STREET – SOUTH

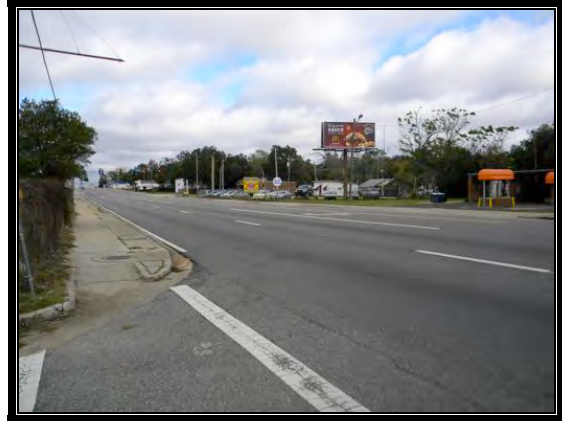


NORTH P STREET – NORTH

PHOTOGRAPHS OF THE SUBJECT PROPERTY



PACE BLVD – SOUTH



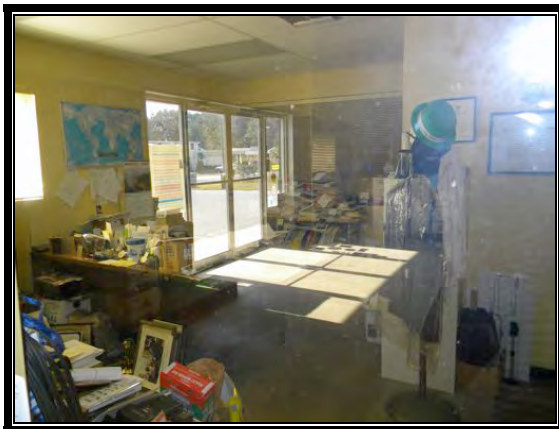
PACE BLVD - NORTH



INTERIOR RETAIL / SHOWROOM



INTERIOR RETAIL / SHOWROOM



INTERIOR – OFFICE



INTERIOR – STORAGE

PHOTOGRAPHS OF THE SUBJECT PROPERTY



INTERIOR – STORAGE



INTERIOR – BATHROOM



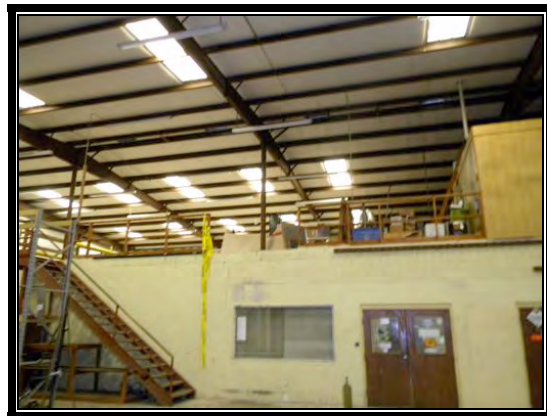
INTERIOR – BREAK



INTERIOR – WAREHOUSE



INTERIOR – WAREHOUSE

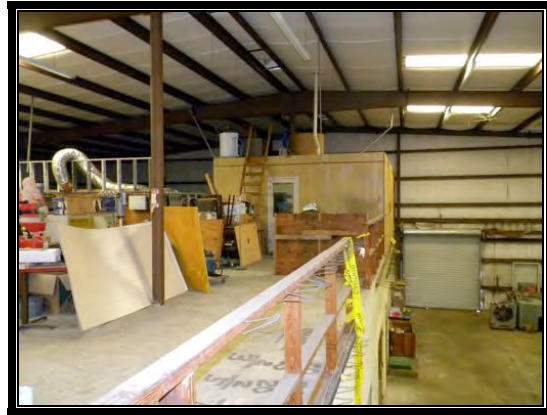


INTERIOR – LOFT

PHOTOGRAPHS OF THE SUBJECT PROPERTY



INTERIOR – LOFT



INTERIOR LOFT & SMALL OFFICE

LEGAL DESCRIPTION

A legal description for the subject may be found in their last deed of conveyance recorded in a Corrective Warranty Deed found in OR Book 5493, Page 259 of the public records of Escambia County, Florida. A document image of said deed was available on the Escambia County property Appraiser's website. A copy of the deed has been included in the Addenda section of the appraisal report.

The legal description refers to the subject site lying within a portion of block 28 of Highland Park Subdivision, inclusive of lots 1 through 5, inclusive of the north 115 feet of lot 6 and the south 25 feet of lots 6 through 9, inclusive of the south 26 feet and west 15 feet of lot 10, inclusive of the west 15 feet of lot 11, and all of lots 12 through 20, inclusive of a 20 foot alley running East and West of the center of Block 28; containing 1.62 acres, more or less.

We were able to sketch the site based upon the plat map provided on the property appraiser's website order to determine the subject's site area and site boundaries. These measurements concluded to a total site area of 1.56 acres +/- . Should a future survey determine a different site area or site boundaries then this appraisal would be invalid or subject to amendment. Based upon the assessment records, the subject site contains approximately 1.56-acres, or 67,775 SF (+/-) of site area, which is felt to be our most reliable indicator at this time.

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client, Ms. Judy Cantrell, with Escambia County Public Works Department, in the evaluation of the subject property for internal purposes.

SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. 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, City of Pensacola Planning and Development Services Department, County Public Records, County Tax Collector, aerial maps, flood maps and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site and improvements, photographing the site and the interior and exterior of the improvements, 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 2.5-year period before the effective date of the appraisal. The search included the SMSA and adjacent areas, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to

the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The appraiser has given consideration to the Sales Comparison and Income Approaches only. The Cost Approach was not utilized due to the age of the improvements. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The format used is a summary appraisal report.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

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 subject property is subject to Escambia county jurisdiction and is within the cumulative C-2, General Commercial and Light Manufacturing District. According to the Escambia Land Development Code, the purpose and intent of the C-2 district is as follows:

"This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided..."

A complete summation of allowable uses and pertinent development guidelines for the C-2 zoning district is included within the addenda of this report for the reader's review. Highlights are as follows:

Uses Permitted:

1. Any use permitted in the C-1 district, which includes personal service establishments, professional and other offices, retail business, restaurants, etc.
2. Amusement and commercial recreational facilities.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No such activities are permitted on a public right-of-way.
6. Automobile repairs, including body work and painting services.
7. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height.
8. Commercial food freezers and commercial bakeries.
9. Building trades or construction office and warehouses with outside on-site storage.
10. Cabinet shop.
11. Taxicab companies.
12. Bars and nightclubs.
13. Boat sales and service facilities.

A copy of a County zoning map including the subject property is presented below for the readers review



A copy of a County future land use map including the subject property is presented below for the readers review.



Parking – The subject currently has several unmarked gravel-paved parking spaces on site. According to the Escambia County Land Development Code, 1 space per each 400 SF of retail other commercial area is required. Applied to the subjects 10,020 SF (+/-) of retail/warehouse area renders a total of 25 required spaces for subject property, and although the subject does not have marked spaces, we feel the subject is adequate with regards to parking.

Future Land Use - The subject property is located within the MU-U, Mixed Use - Urban future land use designation. This designation is consistent with the previously stated zoning classification. A complete outline of land development regulations pertinent to this land use designation is included within the Data Book submitted for this project.

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 Escambia County Property Appraiser's Office has identified the subject property by Parcel Reference No. 17-2S-30-1200-001-028 & 17-2S-30-1200-011-028. The subject property is assessed to David Galloway, PO Box 17507, Pensacola, Florida 32522. The most recent year 2011 assessment for the property was \$241,165, allocated as follows: \$123,215 to the land and \$117,950 to the improvements. According to the Escambia County Tax Collectors Office, the year 2011 taxes for the subject are \$3,743.24. This tax liability appears typical for this type property, and we are not aware of any special tax assessments pertinent to the subject property. Copies of the assessment and tax cards are presented within the addenda.

HISTORY OF PROPERTY

The most recent transaction regarding the subject property was recorded on September 7, 2004 between Grantor's, David Galloway as Trustees and Grantee, David F. S. Galloway, III. This is recorded in a Corrective Warranty Deed in Official Records Book 5493 on Page 259 in Escambia County Public Records. This corrective warranty deed was to confirm that title was vested in an individual (Galloway), since the last Original Deed, dated June 20, 1975 in Official Records Book 911 on Page 329. Due to the fact that was not a sales acquisition, it is not relevant to the current valuation of the subject property.

Currently the subject property is for sale under two instruments. The first includes the primary parcel that measures 0.95 acres and all the office/warehouse improvements, for a listing price of \$270,000, under Pensacola MLS#407205. The property was originally listed for \$299,000 on April 15, 2011. It was then increased to

\$299,575 on April 19, 2011 and finally decreased to the present listing price of \$270,000 as of August 30, 2011. The property is also available for lease for \$3,600 per month on net lease terms.

Additionally, we were provided with marketing material from the listing agent, which offer all of the subject improvements and site, for a listing price of \$299,575, under the Neal & Company LLC website.

The property is currently vacant. Copies of the listing information have been included in the addenda section of the appraisal report.

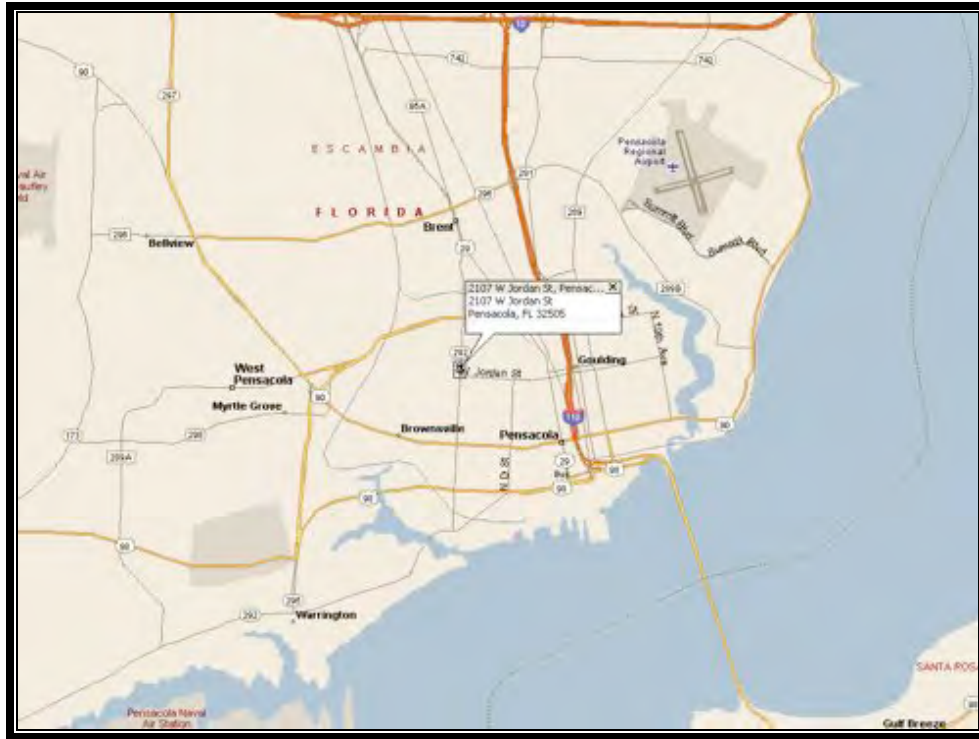
We are not aware of any other pertinent historical transactions that have transpired in the past five years or of any pending sales contracts, options, listings or other conveyance documentation presently pertinent to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The neighborhood boundaries are defined by West Fairfield Drive to the north, Interstate 110 to the east, and Mobile Highway (Hwy 90) to the west and south. The neighborhood is shown in the map below.



Residential development within the neighborhood is characterized by a mix of newer and older housing in fairly dense conglomerations. Commercial is primarily limited to the thoroughfares that form the boundaries, i.e. W Fairfield Road, Cervantes Street 9 (US highway 90) and the interstate, as well as a few major thoroughfares that cross through the neighborhoods interior, including Brent Lane to the north.

The neighborhood is well accessed by interstate traffic as Interstate 110, is just east of the subject. Interstate 110 is a connector interstate arterial leading into downtown. Interchanges with Interstate 110 are provided at Airport Boulevard, Brent Lane, Fairfield Drive, and at Davis Highway, just north of the subject property. Interstate 110 is presently undergoing extensive widening with lanes being added and access being improved by the Florida Department of Transportation.

The subject is located along West Jordan Street, along the west side of Pace Blvd. This is an older, more built-up area of Pensacola with most of the structures over 20 years old. Some new developments have been built, such as a retail / office strip center along Pace Blvd., but this is rare. New development has been primarily on the

east and northeast side of Pensacola in recent years. We would rank this neighborhood as in a period of decline or early revitalization. The neighborhood generally consists of low to middle class occupants in economy-sized houses of ample age. There is a bit of a glut of older commercial buildings along the major thoroughfares. Industrial uses and storage warehouses have remained strong in the immediate area, with a considerable amount of rented buildings.

The subject is located in an area that abuts residential development to the west, and is an interior commercial location. The property benefits from frontage to four thoroughfares but has little visibility from Pace Blvd., due to the improvements location at the southwest corner of the site. As we mention further in the appraisal report, the subject has been vacant for the previous eight months and is currently listed for sale or for lease. As with the national economy, real estate prices have been weakening in the neighborhood and we would expect it to be several years before economic recovery could be anticipated in this area. Therefore, we feel that there is a demand for the subject property within the neighborhood, but to allow for an extended marketing time.

Although we believe that some demand for industrial/commercial properties should continue, the future of the market in general remains uncertain, and with the slow economy, many industrial and commercial businesses appear to be struggling.

SITE DATA

The subject site is located within along the west side of P Street, and intersects to the north at West Jordan Street and to the south at West Hernandez. The property is “L” shapes in configuration and contains approximately 1.56-acres, or about 67,775 SF (+/-) per County assessment records. The subject has frontage to four thoroughfares with 115’ (+/-) along the north boundary along West Jordan Street, 300’ along the west boundary along North P Street, 270’ (+/-) along West Hernandez Street and 185’ along the east boundary along North Pace Blvd.

The land is basically level, and drainage appears adequate and typical for the area. Access to the site and exposure via West Jordan Street, West Hernandez Street, N P Street and North Pace Blvd. is good.

The utilities available to the subject site include water, telephone, electrical and sewer service. The subject site is located in Flood Zone “X”; an area not prone to flood activity per the Escambia County GIS flood mapping, which appears based upon FEMA Flood Map 12033C0390 G. A copy of this flood map is presented below for the readers review.

FEMA FLOOD MAP INCLUDING THE SUBJECT PROPERTY



The subject site is comprised of Lakeland Sand and Bonifay Loamy Sand. Based upon existing and surrounding construction, soils on site are suitable for development, and are adequately drained. A copy of the USDA soil map including the subject property is presented below for the readers review.

U.S.D.A SOIL MAP INCLUDING THE SUBJECT PROPERTY



13	Lakeland Sand	0-5	Excessive	Deep, excessively drained soil found on nearly level summits and gently sloping shoulder slopes of broad ridges. Depth to seasonally high water table is more than 6 feet. Permeability is rapid and flooding is none. Suited to most urban uses.
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.

IMPROVEMENT DATA

The subject site is improved with a large two-story, pre-engineered steel and concrete block retail/warehouse building containing a total of 10,020 SF (+/-) of gross building area per our measurements. The property improvements front West Hernandez Street, at the southwest corridor of the site.

The exterior of the subject building is constructed of metal panels over a steel and concrete block frame. The property has a loading dock with platform and two pull down doors, in the southwest portion of the improvements and to the southeast section, a storefront type entry. The loading dock and porch is covered by a metal canopy and measures 500 +/- SF. The roof is comprised of metal panels and access to subject is through the retail storefront and a small metal door in between the two pull down doors. The improvements eave height is 20' and the ceiling height is 24'. The subject building is partitioned into a office/showroom area which measures 6,000 SF, a warehouse area that measures 4,000 SF, and a mezzanine/loft office area that that measures 4,000 SF, but is not calculated into the total square footage. The property has a security system.

The interior of the retail/showroom consists of a large open retail area with two offices to the west. There is a large display counter, with an additional office to the northwest section of the building. The remaining area is storage and was recently occupied by a heating and air-conditioning business. The office areas are partitioned with concrete block and painted insulated drywall walls. The storage area has concrete block and exposed insulation walls. Ceiling area dropped acoustical tile in the office and showroom areas and exposed metal in the storage area. Flooring is vinyl tile and concrete and lighting is fluorescent. There is a small break area north of the second office, which consists of a sink, storage and small refrigerator. The property has three restroom facilities. It should be noted there are a large amount of wood shelves in the storage area. The office and showroom areas are heated and cooled which measure 2,400 SF.

The warehouse area is typical of most facilities. Walls and ceilings are exposed insulation and floors are concrete. The mezzanine/loft area is just above the office/showroom area, located in the northeast section of the improvements. There is a significant amount of metal shelves in the lower section of the warehouse and other additional items in the loft area, which seemed to be used primarily for storage. The reader is referred to the subject photos section of the appraisal report for a visual review.

Overall, the subject building appears well designed as a retail/warehouse facility, containing a mix of retail / showroom, warehouse and office space that is suitable for a variety of potential uses. The building was constructed in 1977 per assessment records, and it has an actual age of 34-years. We estimate an effective age of 20-years, and a remaining economic life of 30 years.

Basic specifications for the 10,020 SF (+/-) retail/warehouse building are as follows:

Retail/Industrial Building:

Foundation:	Concrete slab at grade.
Structural:	Pre engineered steel columns, trusses.
Exterior Walls:	Painted metal panels over concrete block frame.
Roof:	Metal panels (24' +/- eave height).
Ceiling:	Primarily exposed insulation and some acoustical tiles in a suspended grid system within the finished portions of the building.
Floor Cover:	A mix of vinyl tile and concrete.
Lighting:	Fluorescent fixtures within the finished and warehouse spaces. Skylights within the warehouse.
Plumbing:	We see a total of three restrooms, each of which have two fixtures, and extra sink in the break area. The plumbing appears adequate for the intended use of the building.

Heating/Cooling: Central heating and air within the finished portions of the building. The un-finished warehouse areas have no air conditioning, but we see that ceiling fans and exhaust fans.

Condition: Based upon our inspection, the building appears to be in average condition for its age.

Actual Age: 34-years

Effective Age: 20-years

Remaining Economic Life: 30-years.

Site Improvements: These improvements include asphalt parking with several unmarked parking spaces, a covered storage area, and four wood storage structures located in the southeast section of the site.

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."²

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses physically possible on the site
- 2) The uses legally permissible at that site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses – The property is subject to the C-2, Retail Commercial and Light Manufacturing zoning district and a future land use plan that is consistent with the zoning classification. The C-2 district is a cumulative district, which allows a broad range of commercial development as previously cited in the zoning section of this report. This zoning district has been assigned to numerous properties within the surrounding area.

Physically Possible Uses – As vacant and with a site area of 1.56-Acres, or about 67,775 SF (+/-), the subject site is physically suitable for a variety of uses. The site is a commercial tract and is located along the west side of Pace Blvd., with frontage to four thoroughfares, West Jordan Street to the north, West Hernandez Street to the south, North P Street to the west, and North Pace Blvd. to the west. The subject is easily accessible and infrastructure in support of the land is capable of supporting a variety of

² *Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, 1993.

improvements. The site has mostly level topography with all necessary utility services available. From a physical standpoint, the property is suitable for a variety of commercial applications with no known physical restrictions to development other than size.

Financially Feasible Uses: Financially feasible uses are best exhibited by reviewing surrounding properties. As previously discussed, the subject site is situated along West Jordan Street, West Hernandez Street, North P Street and North Pace Blvd., in an interior commercial location that abuts residential development. Based upon the immediate surrounding construction, which is primarily older retail buildings, with a considerable amount of similar industrial structures along North Pace Blvd., we believe that retail/office, and/or storage warehouse use, or a commercial application similar in nature to the surrounding construction, would be a financially feasible for the subject site.

Maximally Productive Use: The maximally productive use is deemed to be a retail/office and/or storage/distribution application, or other use similar in nature to the surrounding facilities within the Pace Blvd. corridor.

“AS IMPROVED”

Legally Permissible

Uses - The existing improvements are currently utilized as a retail/office and storage/distribution warehouse (retail/warehouse type property). This use, as well as a variety of other commercial uses, is legally permissible under the applicable C-2, Retail Commercial and Light Manufacturing zoning code.

Physically Possible Uses – The existing retail/industrial facility contains 10,020 SF (+/-) of gross building area, and is typical of a multi-unit mixed-use type facility such as those seen in the surrounding area. The building contains office, showroom and a large amount of storage able to support a variety of business. The flow of the building

floor plan appears to be good. All necessary utilities are available to the improvements, and they have adequate commercial exposure and accessibility from West Jordan Street, West Hernandez Street, North P Street, and North pace Blvd.

In summary, the existing improvement is clearly best physically suited for retail/warehouse type applications, with emphasis on retail/office/and storage warehouse type or related uses, as these are the uses for which is specifically designed.

Financially Feasible Uses – The existing improvement is of a standard type that could be utilized for a wide variety of retail/office and/or storage related uses. The subject is located within a dense industrial / commercial area with several similar neighboring properties. Demand for retail, office and storage type space in this neighborhood has been strong in the past, and should continue well into the future. Although the subject does not benefit from frontage to a more popular thoroughfare, the improvements provide several possibilities for a potential industrial, commercial, or light manufacturing business. Based upon the construction of the subject specifically for use as a retail/warehouse, we believe that office and storage warehouse use, or similar commercial application, would be a financially feasible for the subject “as-improved”. We can see no other financially feasible use for the subject due to its specialized construction.

Most Productive Use – Based on the previous legally, physically and financially feasible analyses, we conclude that the existing retail/warehouse type use of the facility (retail, office and storage warehouse) is the highest and best uses of the subject property “as improved”.

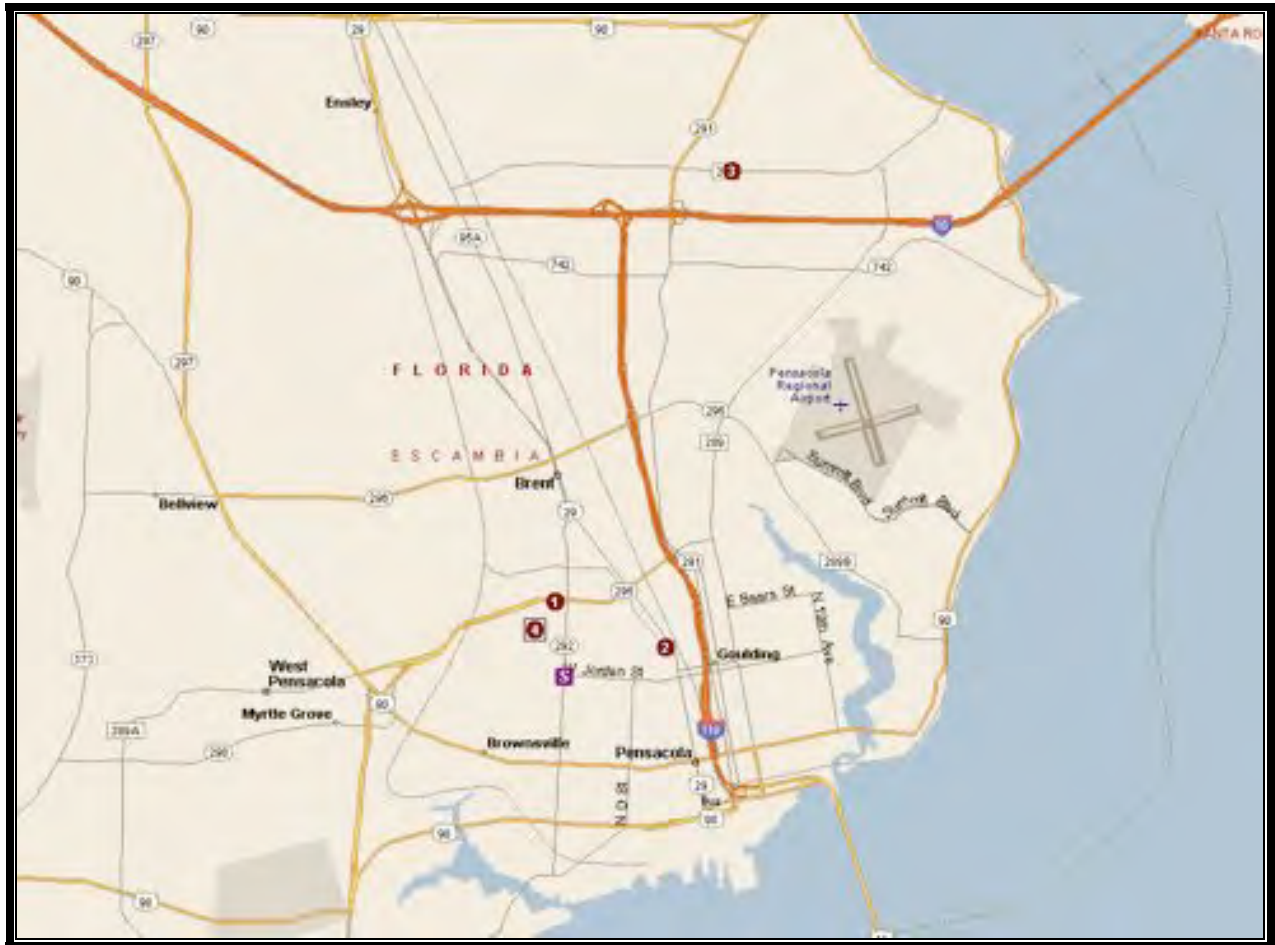
APPROACHES TO VALUE

For this summary appraisal report, it is our opinion that the Sales Comparison and Income Approaches are sufficient to produce a credible value opinion in light of the intended use of the appraisal. The Cost Approach was not utilized due to the age of the improvements. Following our analysis of the subject, a review of the indications will be made in the final reconciliation of the market value.

LAND VALUATION

The Sales Comparison Approach is employed for valuation of the subject land. We have located three closed sales and a listing that provide insight into the market value of the subject land. These land sales and listings are described in detail on their respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison Chart that summarizes characteristics of the subject site, the comparables and adjustments made by the appraiser to arrive at a value for the subject site. The Land Sales Comparison Chart facilitates our comparison procedure and provides structure for the adjustment process. With this in mind, we proceed with the presentation of the sales data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLE SALES AND LISTING



PENSACOLA, FLORIDA

Land Sale No. 1

Property Identification

Record ID 4280
Property Type Vacant Commercial Site, Vacant Commercial Land
Property Name Vacant Commercial
Address 2209 Fairfield Drive West, Pensacola, Escambia County, Florida
32505
Location Southwest corner of Fairfield Drive and "Q" Street
Tax ID 172S30140002006
Date Inspected 08/02/2010, Bruce Black
Present Use Vacant Commercial

Sale Data

Grantor Waterfront Rescue Mission, Inc.
Grantee Richardson, Inc.
Sale Date July 07, 2010
Deed Book/Page 6612/1
Property Rights Fee Simple
Marketing Time 332
Conditions of Sale Arm's Length
Financing All Available
Sale History None in past ten years
Instrument General Warranty Deed With Restrictive Covenants
Verification Randy Peacock, Listing Agent; 850-261-0268, July 21, 2010;
Other sources: MLS#373326, Public Records, Confirmed by
David Singleton

Sale Data

Sale Price \$200,000 Doc Stamps \$1,400

Land Data

Zoning C-2 General Commercial
Topography Level, high and dry, some trees
Utilities All available
Dimensions 150.01' (S) x 322.91' (S) x 150' x 321.64' (S)
Shape Irregular
Flood Info Zone "X", minimal probability
Future Land Use C, Commercial
Highest & Best Use Commercial development
Encumbrances Restrictive Covenants

Land Size Information

Gross Land Size 1.110 Acres or 48,341 SF
Front Footage 150 ft Total Frontage: 150 ft SS of W. Fairfield Drive; 323 ft WS
of N "Q" Street

Indicators

Sale Price/Gross Acre \$180,220
Sale Price/Gross SF \$4.14
Sale Price/Front Foot \$1,333

Land Sale No. 1 (Cont.)

Remarks

This is the sale of a parcel of land located at the southwest corner of the intersection of Fairfield Drive W. and "Q" Street. The parcel is generally level, high and dry, and has a few large trees. Soils on site are comprised of Troup sand (0-5% slopes), and Lakeland sand (0-5% slopes), which are suitable for development. Fairfield Drive is four lanes in front of this property. All utilities are available to this property. This property has never been improved. The property purchased was subdivided from a larger 2.55 acre property. This parcel was purchased for development with a carwash. The owner of the parent tract has taken the rest of the property off of the market. Site dimensions were taken from the plat map, and scaling of assessment mapping. Also, the deed indicates that restrictive covenants include restrictions on use of the property. The deed indicates that the site may not be used for Bingo Hall, Nightclub or bar serving alcoholic beverages, except as incidental to a restaurant, topless or nude shows, off track betting, head shop, adult book store, pool and billiard hall, and other similar uses. The restrictions leave most commercial uses cited in the C-2 code still permitted on this site.

AERIAL MAP OF LAND SALE 1



Land Sale No. 2

Property Identification

Record ID	4099
Property Type	Commercial, Commercial Site
Property Name	Vacant Commercial
Address	Leonard Street, Pensacola, Escambia County, Florida 30492
Location	NS Leonard St, b/w "E" St. and Palafox St.
Tax ID	18-2S-30-3001-010-001
Date Inspected	Originally 10/02/2009
Present Use	Vacant Commercial Land

Sale Data

Grantor	JCP Properties of Pensacola LLC
Grantee	Pensacola Habitat for Humanity Inc
Sale Date	November 02, 2010
Deed Book/Page	6655/1373
Property Rights	Fee Simple
Marketing Time	34 mo.
Conditions of Sale	Arm's Length
Financing	Cash or equal.
Sale History	See Remarks
Instrument	Corporate Warranty Deed
Verification	Kent Simmons, Listing Agent; 850-477-7044, March 24, 2010; Other sources: Public Records, MLS#341942, Confirmed by Bruce A. Black

Sale Price	\$68,800 DS \$481.60
Cash Equivalent	\$68,800

Land Data

Zoning	C-2, Commercial
Topography	Mostly Level
Utilities	All Necessary Except Sewer
Dimensions	250' x 238.41' x 345.45'
Shape	Triangular
Flood Info	Zone X, Minimal Flood Prob.
Future Land Use	Commercial
Highest & Best Use	Commercial Development
Encumbrances	None noted

Land Size Information

Gross Land Size	0.700 Acres or 30,492 SF
Front Footage	250 ft West Leonard Street

Indicators

Sale Price/Gross Acre	\$98,286
Sale Price/Gross SF	\$2.26

Remarks

This is the recent sale of vacant commercial land located on the north side of Leonard Street, between its intersection with "E" and Palafox Streets in Pensacola, FL. According to Erin at ECUA, the nearest sewer lines are located at the intersection of Leonard Street and the unconstructed "D" Street right-of-way. Approximately 350' west of this site. Thus, no sewer is available to this site. This site is cleared and appears mostly level.

Land Sale No. 2 (Cont'd)

Historic listing data:

This property was purchased on December 13, 2007 for \$75,000. It was then listed for sale or lease, with the original listed price at \$105,000. The asking price had been reduced several times over the years to \$83,900, and it sold on November 2, 2010 for \$68,790 (\$68,800 Per Deed/Public Records).

AERIAL MAP OF COMPARABLE 2



Land Sale No. 3

Property Identification

Record ID 4715
Property Type Commercial
Property Name Commercial Site
Address 2475 E. Olive Road, Pensacola, Escambia County, Florida
32504
Location SW corner of Olive Rd and Lawton St.
Tax ID 17-1S-30-3000-000-003
Date Inspected 02/23/2011
Present Use Vacant Commercial

Sale Data

Grantor Richard Williams, etal
Grantee Robertson Brazwell, LLC
Sale Date July 30, 2010
Deed Book/Page 6620, 474
Property Rights Fee Simple
Marketing Time 419 days
Conditions of Sale Arm's Length
Financing See Comments
Sale History None in previous five years
Verification Jeannie Brown, daughter of grantor & listing agent; 850-572-5295, February 23, 2011; Other sources: MLS#370725, public records, inspection, Confirmed by David Singleton

Sale Price \$130,000

Land Data

Zoning C-1, Commercial
Topography Level, cleared
Utilities All public available
Dimensions 209.06' X 294.32' X 209.06' X 283.4' (+/-)
Shape Rectangular
Rail Service None
Fencing None
Flood Info Zone "X", minimal probability
Highest & Best Use Commercial development
Encumbrances None adverse noted
Motivation Speculation

Land Size Information

Gross Land Size 1.370 Acres or 59,677 SF
Front Footage 503 ft Total Frontage: 209 ft East Olive Road;294 ft Lawton Street

Indicators

Sale Price/Gross SF \$2.18

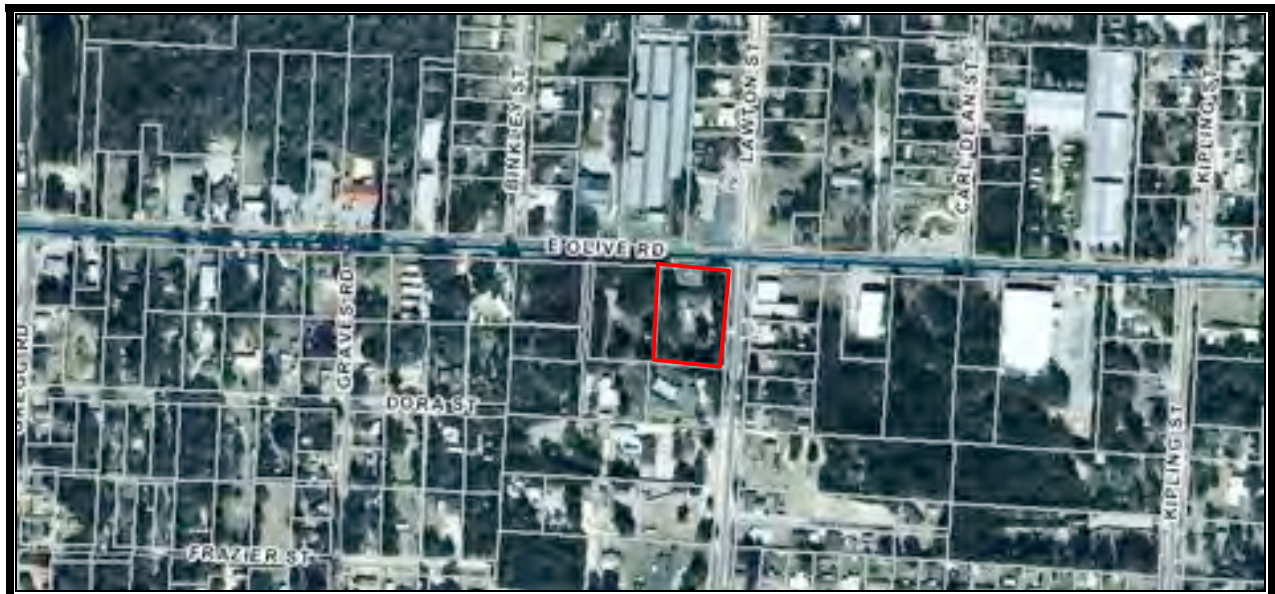
Land Sale No. 3 (Cont.)

Remarks

This is the sale of a 1.37 acre parcel of land located at the southwest corner of E. Olive Rd and Lawton Street, approximately 0.5 miles east of the densely developed commercial area at the juncture of E. Olive Road and N. Davis Hwy. At the time of purchase, the property contained a 2,300 SF house built in 1955 that was subsequently demolished. We estimate a demolition and removal cost of \$5.00/SF, which when applied to the square footage renders an estimated cost to demolish and remove the home of \$11,500. The listing agent tells us that the property was sold as somewhat of a distressed sale. The sellers had to deal with the theft of copper wiring and an AC unit, replaced said items only to have them stolen again. She said that the owners could no longer afford to carry a mortgage on the property and continually repair the dwelling, thus, they sold the property under what she believed to be market value for a quick sale.

The listing agent tells us that the seller financed the sale on the following terms: \$25,000 down payment, 15 year amortized loan with a 2 year balloon. She did not know the interest rate; however, she believes it was commensurate with market rates at the time. At the time of inspection we noted a for sale sign by the owners for the vacant site offering the property as "build to suit" or vacant land 9850-393-8565). The asking price is \$299,000 (\$5.01/SF).

AERIAL PHOTOGRAPH OF LAND SALE NO. 3



Land Listing No. 4

Property Identification

Record ID 5063
Property Type Commercial, Commercial Site
Property Name Vacant Commercial
Address 2801 North T Street, Pensacola, Escambia County, Florida
32505
Location 4 Blocks S of Fairfield at T & Fisher
Tax ID 17-2S-30-1400-060-078
Date Inspected December 2, 2011
Present Use Vacant Commercial Land

Sale Data

Grantor Pensacola Habitat for Humanity, Inc.
Survey Date December 02, 2011
Deed Book/Page 6655/1373
Property Rights Fee Simple
Marketing Time 1563
Sale History None in Past 3 years
Verification Gary Watson, CCIM, EXIT Realty; 850-232-7576, Other sources: Public Records, MLS#330571, Confirmed by Torri Matherne

Listing Price \$159,000

Land Data

Zoning C-2, Commercial
Topography Mostly Level
Utilities All Available
Dimensions 150 x 300
Shape Rectangular
Flood Info Zone X, Minimal Flood Prob.
Future Land Use Commercial
Highest & Best Use Commercial Development
Encumbrances None noted
Depth 300

Land Size Information

Gross Land Size 1.240 Acres or 54,014 SF
Front Footage 600 ft Total Frontage: 300 ft N T Street; 150 ft W Fisher Street; 150 ft W Leonard Street

Indicators

Sale Price/Gross Acre \$128,226
Sale Price/Gross SF \$2.94
Sale Price/Front Foot \$1,060

Remarks

This is a listing of a vacant commercial tract that has frontage to W Fisher Street, North T Street, and West Leonard Street. The property is zoned C-2 and is located east of W Street in Pensacola.

AERIAL MAP OF COMPARABLE 4



The above cited comparables are organized in the following grid to facilitate our adjustment process.

LAND SALES COMPARISON GRID									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND LISTING 4	
Location	N Pace	2209 Fairfield Dr		200 Leonard St		2475 E Olive		2801 T St	
Prox to Subject	N/A	1 Mile N		1 Miles NE		5.5 Miles NE		0.6 MilesNW	
Adj Sales Price	N/A	\$200,000		\$68,800		\$130,000		\$159,000	
Site Area (SF)	67,775	48,341		30,492		59,677		54,014	
Price/SF	N/A	\$4.14		\$2.26		\$2.18		\$2.94	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$4.14		\$2.26		\$2.18		\$2.94	
Financing	Cash or Equiv	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$4.14		\$2.26		\$2.18		\$2.94	
Cond of Sale	Arm's Length	Similar		Similar		liquidation	5%	Negot	-15%
Adj Price/SF	N/A	\$4.14		\$2.26		\$2.29		\$2.50	
Buyer Expend	None	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$4.14		\$2.26		\$2.29		\$2.50	
Time/Mkt Cond	Nov-11	Jul-10		Nov-10		Jul-10		Current	
Adj Price/SF	N/A	\$4.14		\$2.26		\$2.29		\$2.50	
Location	N Pace	Superior	-10%	Inferior	10%	Similar		Inferior	10%
Site Area (SF)	67,775	48,341	-5%	30,492	-5%	59,677		54,014	
Prim Frontage	685	473		250		503		600	
SF per FF	99	102		122		119		90	
Shape/Utility	L Shaped	Rect/Sup	-5%	Trian/Inf.	10%	Rect/Sup	-5%	Rect/Sup	-5%
Corner/Interior	Dual Frontage	Corner		Interior	5%	Corner		Corner	
Zoning	C-2	C-2		C-2		C-1		C-2	
Utilities	All	All		All		All		All	
Easements	None	None		None		None		None	
Topography	Lvl, Dry,Avg	Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A		-20%		20%		-5%		5%
Adjusted Value/SF		\$3.31		\$2.71		\$2.17		\$2.63	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, price per property as a whole, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of price per SF of site area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale – The comparables were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. A negative adjustment was applied to Land Listing 4 to reflect the probable market difference between the list price and eventual sales price based on area data from the Multiple Listing Service. A positive adjustment was also applied to comparable three because it was sold under conditions where the buyer needed to liquidate.

Buyer Expenditures – All three sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustment was necessary for this sale.

Time/Market Conditions – We collected sales over a relatively recent time period and adjustments or market conditions are not necessary.

Location – Location is an important component of a property's value. This is especially true for commercial land as traffic flow, exposure and surrounding development residential and commercial development plays a major role in land values. The subject property benefits from four roadways, with 185' of frontage to Pace Blvd. Sale 1 is located in a superior area that is denser commercially, and a negative adjustment was applied. Sale 2 and Listing 4 are located on less exposed roadways, with less traffic, and positive adjustments were applied. Sale 3 is located along a similar heavily travelled road.

Site Area – The subject parcel contains 67,775 SF (+/-) of site area and is being compared to sites ranging from 30,492 SF to 59,677 SF. Adjustments were applied to account for the inverse relationship typical between the selected unit of comparison (price/SF) and total parcel size.

Frontage/Shape/Utility – The subject property has a reasonable configuration in relation to its roadway frontage and exposure. Because exposure to the roadway is important for commercial property, we wish to consider relative exposure. Because we are using price/SF as the relevant unit of comparison, we need a measure for primary frontage that is relative. To serve this purpose, we compute the area-to-frontage ratio, which tells us the amount of SF for every ft. of primary roadway frontage, and serves as a suitable measure for primary roadway exposure. All four comparables have similar ratios to the subject. However, Comparables 1, 3, & 4 are all rectangular in shape and

superior to the subject, which has an “L” shape. For this reason negative adjustments were applied. Additionally, Sale 2 is triangular in shape, inferior to the subject in the form of utility and a positive adjustment was applied.

Corner/Interior - The subject and comps 1, 3 & 4 are corner parcels and no adjustments are necessary as the subject also has multiple access points. Comp 2 is an interior parcel, inferior to the subject property and a positive adjustment was applied. The presence of corner frontage enhances the versatility of a land parcel by enhancing potential building design possibilities as well as ingress/egress.

Zoning – The subject is a commercially zoned site as are all of the comparable sales and our listing. No adjustments were warranted.

Utilities - All utilities are available to the subject and all of the comparables, thus, no adjustments are required.

Easements - We are not aware of any easements that significantly affect the subject property or the comparables. Hence, adjustment is not necessary.

Topography - The subject and the comparables have reasonably level topography and typical soils, thus no adjustments are warranted.

Land Value Analysis - The comparables indicate an adjusted unit value range of from \$2.17/SF to \$3.31/SF and a mean of \$2.70/SF. None of the comparable sales are considered ideal, due to the lack of vacant land activity in the immediate area in the past five years. However, all of the comparables are good indicators of value for different elements of comparison. We have given all of the comparables some consideration in reconciling, and therefore we conclude to a land value at the mean of \$2.70/SF for the subject property. Applied to the 67,775 SF comprising the subject site, this produces a value opinion of \$182,992, which we round to \$180,000.

LAND VALUE - \$180,000

SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property.

The appraiser has gathered several sales of properties like the subject, but has relied upon the four most similar sales that we were able to obtain in arriving at an indication of value for the property. Data sheets relative to the selected sales are included on the following pages. Following the data sheets is a sales comparison grid that summarizes the amenities of the subject property and those of the comparables used to arrive at an indicated value for the subject property. The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property.

LOCATION MAP FOR THE SUBJECT AND COMPARABLE IMPROVED SALES 1-4



PENSACOLA, FL

Improved Sale No. 1



Property Identification

Record ID	1538
Property Type	Office and Warehouse
Property Name	Office/Warehouse
Address	5904 North Palafox Street, Escambia County, Florida
Location	NE Corner of Palafox St. and Oleander Dr.
Tax ID	35-1S-30-9002-002-006
Date Inspected	April 24, 2009
Present Use	Former Automotive Parts Unlimited, Inc.

Sale Data

Grantor	Automotive Parts Unlimited, Inc.
Grantee	The Fisher Company, LLC
Sale Date	April 02, 2009
Deed Book/Page	6445 558
Property Rights	Fee Simple
Marketing Time	500 Days
Conditions of Sale	Arm's Length Per Listing Agent
Financing	Cash to Seller
Sale History	None other within the previous three years

Improved Sale No. 1 (Cont.)

Instrument Verification	Warranty Deed Edna Marie Gibbs, List. Agent; 850-477-5908, April 24, 2009; Ron Giles, Selling Agent, 850-477-5908, April 27, 2009; Other sources: MLS 336068, Public Records, Confirmed by Bruce A. Black		
Sale Price	\$410,000 Doc Stamps \$2,870		
Adjusted Price	\$410,000		
Land Data			
Land Size	1.330 Acres or 57,935 SF		
Front Footage	219 ft Total Frontage: 219 ft WS Palafox Street; 185 ft NS Oleander Drive		
Zoning	C-2, Commercial		
Topography	Appears Mostly Level		
Utilities	All Necessary Available		
Dimensions	211.52' x 14.6' x 177.92' x 205.9' x 227.52'		
Shape	Mostly Rectangular		
Flood Info	Zone X		
Future Land Use	C, Commercial, and MU-1, Mixed Use		
Highest & Best Use	Present Use or Similar Commercial Use		
Encumbrances	None Noted		
General Physical Data			
Building Type	Single Tenant		
SF	10,710		
Area Breakdown	Office	240	Conditioned
	Display Area	3,680	Conditioned
	Warehouse	6,790	No A/C
Construction Type	Brick/Metal Siding		
Roof Type	Metal Panels		
Foundation	CC Slab		
Electrical	Typical		
HVAC	37% Conditioned		
Stories	1		
Year Built	1960		
Condition	Fair		
Parking	All Unmarked		Ample
Income Analysis			
Potential Gross Income	\$48,195 Est. \$4.50/SF		
Vacancy	\$4,820 Est. 10 Percent		
Effective Gross Income	\$43,375 Estimated		
Expenses	\$7,400 Estimated		
Net Operating Income	\$35,975 Estimated		
Indicators			
Sale Price/ SF	\$38.28		
Floor Area Ratio	0.18		

Improved Sale No. 1 (Cont.)

Land to Building Ratio	5.56:1
Gross Income Multiplier	8.51
Eff. Gross Income Multiplier	9.45
Expenses/Sq. Ft.	\$0.69
Overall or Cap Rate	8.77%
Net Operating Income/Sq. Ft.	\$3.36

Remarks

This is a recent sale of a former automotive parts manufacturing facility. The building has a 240 SF office area, a 3,680 SF display room, which could be used as office space, and a 6,790 SF warehouse at the rear. Based upon our conversation with the listing agent and the selling agent, the office and display areas are conditioned, and the rear warehouse area is not. The rear warehouse is accessed via two metal rolling bay doors, and a 1,000 SF canopy covers the rear bay door area. At the time of the inspection, which occurred very recently after the sale, the facility appeared to need some minor maintenance to some siding or possibly the roof, a small piece of which was hanging down. However, this item appears mainly cosmetic in nature. Also, the selling agent reports that the buyer will refurbish the interior in stages, as some walls, and some interior finish needs work, and he stated that the interior was in generally poor shape. All parking on site is unmarked, and the listing agent reports that a lease exists with a nearby car dealer to allow some autos to be parked on the south end of this site for car display. The property had been listed on MLS for an asking price of \$450,000, and was on the market for 500 days prior to the sale.

Improved Sale No. 2



Property Identification

Record ID	1917
Property Type	Office and Warehouse
Property Name	Office and Warehouse
Address	3611 Palafox Street, Pensacola, Escambia County, Florida
Location	WS Palafox St. 214.99' S of Herman St.
Tax ID	05-2S-30-1001-003-026
Date Inspected	December 6, 2010
Present Use	Ewing Irrigation Products

Sale Data

Grantor	H.L. Davis, Inc.
Grantee	Ewing Irrigation Products, Inc.
Sale Date	September 15, 2010
Deed Book/Page	6636 356
Property Rights	Fee Simple
Marketing Time	94 Days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	No other within the previous three years
Instrument	Warranty Deed
Verification	Penny Nichols Wilson; 850-982-7204, December 06, 2010; Other sources: MLS 392003, Public Records, Confirmed by Bruce A. Black

Sale Price	\$410,000 Doc Stamps \$2,870
Cash Equivalent	\$410,000

Land Data

Land Size	0.987 Acres or 42,995 SF
Front Footage	198 ft Total Frontage: 198 ft WS Palafox St.
Zoning	ID-2, General Industrial
Topography	Mostly Level
Utilities	All Necessary Except Sewer
Dimensions	197.56' x 219.92' x 195.49' x 217.61'
Shape	Rectangular
Flood Info	Zone X

Improved Sale No. 2 (Cont.)

Future Land Use Commercial
Highest and Best Use Present Use
Encumbrances None Noted

General Physical Data

Building Type Single Tenant
SF 10,000

Area Breakdown Office/Display 2,712 Air Conditioned
Warehouse 7,288 Unfinished

Construction Type Pre Engineered Steel
Roof Type Metal Panels
Foundation CC Slab
Electrical Typical
HVAC Office/Display Area Only / 27% conditioned
Stories 1
Year Built 1993
Condition Average

Parking Marked 11
Unmarked Additional

Income Analysis

Potential Gross Income \$47,500 Est. \$4.75/SF NNN
Vacancy \$7,125 Est. 15 Percent
Effective Gross Income \$40,375 Estimated
Expenses \$8,000 Estimated
Net Operating Income \$32,375 Estimated

Indicators

Sale Price/ SF \$41.00
Floor Area Ratio 0.23
Land to Building Ratio 4.35:1
Gross Income Multiplier 8.63
Eff. Gross Income Multiplier 10.15
Expenses/Sq. Ft. \$0.80
Overall or Cap Rate 7.9%
Net Operating Income/Sq. Ft. \$3.24

Remarks

This is a sale of an office/warehouse building located along the west side of Palafox Street, between its intersections with Herman St. and Fairfield Dr. in Pensacola, FL. According to the listing agent, the building featured 2 side bay doors, heating and cooling in the office/display area, and has a natural gas generator. Per our exterior inspection, the building appears to be in average condition.

AERIAL MAP INCLUDING IMPROVED SALE 2



Improved Sale No. 3



Property Identification

Record ID	1918
Property Type	Office and Warehouse
Property Name	Office and Warehouse
Address	300 West Leonard Street, Pensacola, Escambia County, Florida
Location	NS West Leonard St. East of North "E" St.
Tax ID	18-2S-30-3001-002-001
Date Inspected	December 6, 2010
Present Use	Office and Warehouse, Appears Vacated

Sale Data

Grantor	1170 West Leonard, LLC
Grantee	Pensacola Habitat for Humanity, Inc.
Sale Date	November 02, 2010
Deed Book/Page	6655 1375
Property Rights	Fee Simple
Marketing Time	440 Days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None other within the previous three years
Instrument	Warranty Deed (Corporate)
Verification	David Valetto, Listing Agent; 850-477-7044, December 06, 2010; Other sources: MLS 372584, Public Records, Confirmed by Bruce A. Black

Sale Price	\$970,000 See Comments
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Land Data

Land Size	4.761 Acres or 207,385 SF
Front Footage	447 ft Total Frontage: 447 ft NS of West Leonard Street
Zoning	C-2, General Commercial
Topography	Mostly Level
Utilities	All Necessary Available
Dimensions	Metes and Bounds
Shape	Irregular
Flood Info	Zone X
Future Land Use	Commercial
Highest and Best Use	Present Use

Improved Sale No. 3 (Cont.)**Encumbrances** None Noted**General Physical Data****Building Type** Single Tenant
SF 22,800**Area Breakdown**
Display Area 9,000 Air Conditioned
Office 1,500 Air Conditioned
Warehouse 12,300 No A/C**Construction Type** Pre Engineered Steel
Roof Type Metal Panels
Foundation CC Slab
Electrical Typical
HVAC Office/Display Area
Stories One
Year Built 1971
Condition Average**Income Analysis****Potential Gross Income** \$102,600 Est. \$4.50/SF NNN
Vacancy \$15,390 Est. 15 Percent
Effective Gross Income \$87,210 Estimated
Expenses \$14,500 Est. 16.63 Percent
Net Operating Income \$72,710 Estimated**Indicators****Sale Price/ SF** \$42.54 Actual
Floor Area Ratio 0.11
Land to Building Ratio 9.09:1
Gross Income Multiplier 9.45
Eff. Gross Income Multiplier 11.12
Expenses/Sq. Ft. \$0.64
Overall or Cap Rate 7.5%
Net Operating Income/Sq. Ft. \$3.19**Remarks**

This is a recent sale of an office and warehouse facility located at 300 West Leonard Street in Pensacola, FL. The building has a finished office and display area, and unfinished warehouse. It was purchased by Pensacola Habitat for Humanity for a total consideration of \$970,000. Of this price, \$840,000 was in cash, with the remainder being a \$130,000 charitable donation to the seller. Also, the north end of the site is asphalt paved, and is used as a fenced storage yard for equipment.

AERIAL MAP INCLUDING IMPROVED SALE 3



Improved Sale No. 4



Property Identification

Record ID 1942
Property Type Retail / Commercial
Property Name Retail / Warehouse
Address 8653 Pensacola Blvd., Pensacola, Escambia County, Florida
Location Southwest corner of Pensacola and Barber St.
Tax ID 111S301901003019
Present Use Consignment Shop

Sale Data

Grantor Bank of Pensacola
Grantee Bryant & Nancy Riesenberg
Sale Date August 31, 2010
Deed Book/Page 6630, 1942
Property Rights Fee Simple
Marketing Time 243 days
Financing Cash to Seller
Sale History None in previous five years
Verification Bill Gainey, Selling Agent; 850-712-0245, January 25, 2011;
Other sources: MLS#381403, public records, Confirmed by
David Singleton

Sale Price \$462,500

Land Data

Land Size 2.100 Acres or 91,476 SF
Front Footage 363 ft Total Frontage: 363 ft Pensacola Blvd.; 253 ft NS Hannah St.; 226 ft SS Barber St.
Zoning C-2, General Commercial
Topography Mostly Level
Utilities All Necessary Available
Dimensions 362.69' x 225.58' x 144.27' x 20' x 235.25' x 253.43'
Shape Irregular
Flood Info Zone "X", Minimal Probability
Future Land Use MU-U, Mixed Use Urban
Highest and Best Use Commercial
Encumbrances No Adverse Noted

Improved Sale No. 4 (Cont.)

General Physical Data

Building Type Single Tenant
Gross SF 8,000

Area Breakdown Showroom 2,490 Est. per listing agent
Warehouse 5,510 Est. per listing agent

Construction Type Pre Eng. Metal
Roof Type Metal Panels
Foundation CC Slab
Electrical Typical
HVAC Central – 31 % Conditioned
Stories One
Year Built 1978 Per Assessment Rec.
Condition Average

Income Analysis

Potential Gross Income \$48,000 Est. at \$6/SF
Vacancy \$4,800 Est. at 10%
Effective Gross Income \$43,200
Expenses \$4,320 Est. at 10%
Net Operating Income \$38,880

Indicators

Sale Price/Gross SF \$57.81
Floor Area Ratio 0.09
Land to Building Ratio 11.11:1
Gross Income Multiplier 9.64
Eff. Gross Income Multiplier 10.71
Expenses/Sq. Ft. \$0.54
Overall or Cap Rate 8.41%
Net Operating Income/Sq. Ft. \$4.86

Remarks

This is the sale of a large retail / warehouse facility located at the southwest corner of Pensacola Boulevard and Barber Street in north Pensacola, FL. The buyers purchased the property for use as a consignment shop. The property appears to be in average condition. There is also a 1,600 SF canopy. Also, the site has access via Ryan Ave. along its entire rear boundary, which is approximately 399.52' per assessment records. Thus, the site is accessible on all four sides.

AERIAL MAP INCLUDING IMPROVED SALE 4



The above-cited sales are organized on the following spreadsheet to facilitate a comparison with the subject and to accommodate our adjustment process.

IMPROVED SALES COMPARISON GRID									
ITEM	SUBJECT	Improved Sale 1		Improved Sale 2		Improved Sale 3		Improved Sale 4	
Address	Pace Blvd.	5904 N Palafox		3611 N. Palafox St.		300 W. Leonard St.		8653 Pensacola Blvd.	
Ind Ro & GIM	N/A	8.77%	8.51	7.90%	8.63	7.50%	9.45	8.41%	9.64
Adj. Sales Price	N/A	\$410,000		\$410,000		\$970,000		\$462,500	
Gross Bldg Area	10,020	10,710		10,000		22,800		8,000	
Price/SF	N/A	\$38.28		\$41.00		\$42.54		\$57.81	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$38.28		\$41.00		\$42.54		\$57.81	
Financing	Cash or Equivalent	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$38.28		\$41.00		\$42.54		\$57.81	
Cond of Sale	Arm's Length	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$38.28		\$41.00		\$42.54		\$57.81	
Buyer Expend	None	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	\$38.28		\$41.00		\$42.54		\$57.81	
Time/Mkt Cond	Nov-11	Apr-09	-15%	Sep-10		Nov-10		Aug-10	
Adj Price/SF	N/A	\$32.54		\$41.00		\$42.54		\$57.81	
Location	W Hernandez	Superior	-5%	Superior	-5%	Similar		Superior	-35%
Site Size (SF)	67,775	57,935		42,995		207,385	-5%	91,476	-10%
Bldg Cov Ratio	14.8%	18.5%		23.3%		11.0%		8.7%	
Design/Quality	1-Sty./Average	1-Sty./Avg.		1-Sty./Avg.		1-Sty./Avg.		1-Sty./Avg.	
Act Age/Eff Age	A34/E20	A51/E20		A17/E15	-5%	A39/E20		A32/E20	
Condition	Average	Average		Better	-15%	Better	-15%	Average	
Gross Bldg Area	10,020	10,710		10,000		22,800		8,000	
Access	Paved	Similar		Similar		Similar		Similar	
Funct Utility	Average	Similar		Similar		Similar		Similar	
% Finished	24%	37%		27%		46%		-10% 31%	
Net Phys Adj %	N/A			-5%		-25%		-30%	
Adj Value/SF	\$30.81	\$30.91		\$30.75		\$29.78		\$31.80	
x SF Subject	10,020	10,020		10,020		10,020		10,020	
Ind. Value Subject		\$309,729		\$308,115		\$298,376		\$318,591	
Ind. Value Subject "R"		\$310,000		\$308,000		\$298,000		\$319,000	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per useable acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "price per SF" of building area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, all of the comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, the comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required.

Buyer Expenditures - The selected comparable sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary for these comparables.

Time/Market Conditions - A time/market adjustment was not necessary to most of the comparables, which are relatively recent. The older transaction was adjusted negatively due to a declining market.

Location - Location is an important component of a property's value. The subject is located at the west of Pace Blvd. along West Jordan Street in Pensacola, FL. Sales 1 and 2 are located along North Palafox Street, a slightly superior area, with more intense density. Sale 3 is located along the north side of W. Leonard Street, west of its intersection with Palafox Street. This location is similar to the subject, with no adjustment necessary. Sale 4 is located along the west side of Pensacola Blvd. between its intersections with Barber and Hannah Streets. This location is along a busy arterial route near a Super Wal-Mart, and it compares better than the subject's location. Thus, we applied a negative adjustment to this sale. No other adjustments were necessary for location differences.

Site Type/Size & Building Coverage Ratio - The subject facility is situated on a 1.56-acre, or 67,775 SF (+/-) site and exhibits a building coverage ratio of 14.8%. Sales 3 and 4 were adjusted negatively for their better coverage ratios (more surplus site

area) in comparison to the subject. The other two comparables are sufficiently similar in this regard so as not to warrant adjustment.

Design/Quality - The subject and the comparables are all similar pre-engineered metal buildings of similar design and average quality. No adjustments for were warranted.

Actual/Effective Age & Condition - The subject improvements have an actual age of 34-years per assessment records, and an estimated effective age of 20-years. All the comps have a similar effective age rating except #2, which is adjusted negatively for a younger age rating. In addition, Sales 2 and 3 were felt to be in superior condition to the subject property and negative adjustments were applied. No other adjustments were warranted.

Gross Building Area - The subject facility contains 10,020 SF (+/-) per our measurements, and is being compared to structures ranging in size from 8,000 SF (+/-) to 22,800 SF (+/-). We believe the selected unit of comparison (price/SF building) is adequate in accounting for size variation.

Access – The subject is presently accessed via paved frontage along both Pace Blvd., West Jordan and West Hernandez Street. Each of the comparables has similar paved access for which no adjustments were necessary.

Functional Utility – Each of the comparables is similar with regards to functional utility; no adjustments were necessary.

Finished Area % - The 10,020 SF (+/-) subject facility contains approximately 2,400 SF (24%) of finished 10,020 SF per our measurements, with the remaining area being unfinished warehouse area. Sales 1, 2 & 4 have similar percentages of finished space, with no adjustment necessary. Sale 4 has a larger percentage of finished area,

and was adjusted negatively as necessary. No other adjustments were necessary for differences in the amount of finished area.

Valuation Summary - The comparables indicate an adjusted unit value range from \$29.78/SF to \$31.80/SF, and average \$30.81/SF. Each of the comparables is a reasonable indicator of value for different elements of comparison. With weight given to each of the sales, and considering the subject's older construction, location, and size, we reconcile a unit value of \$30.00/SF. Applied to the subject's 10,020 SF (+/-) renders a value indication of \$300,600, which we round to \$300,000 "R".

VALUE OPINION VIA SALES COMPARISON APPROACH - \$300,000

INCOME APPROACH

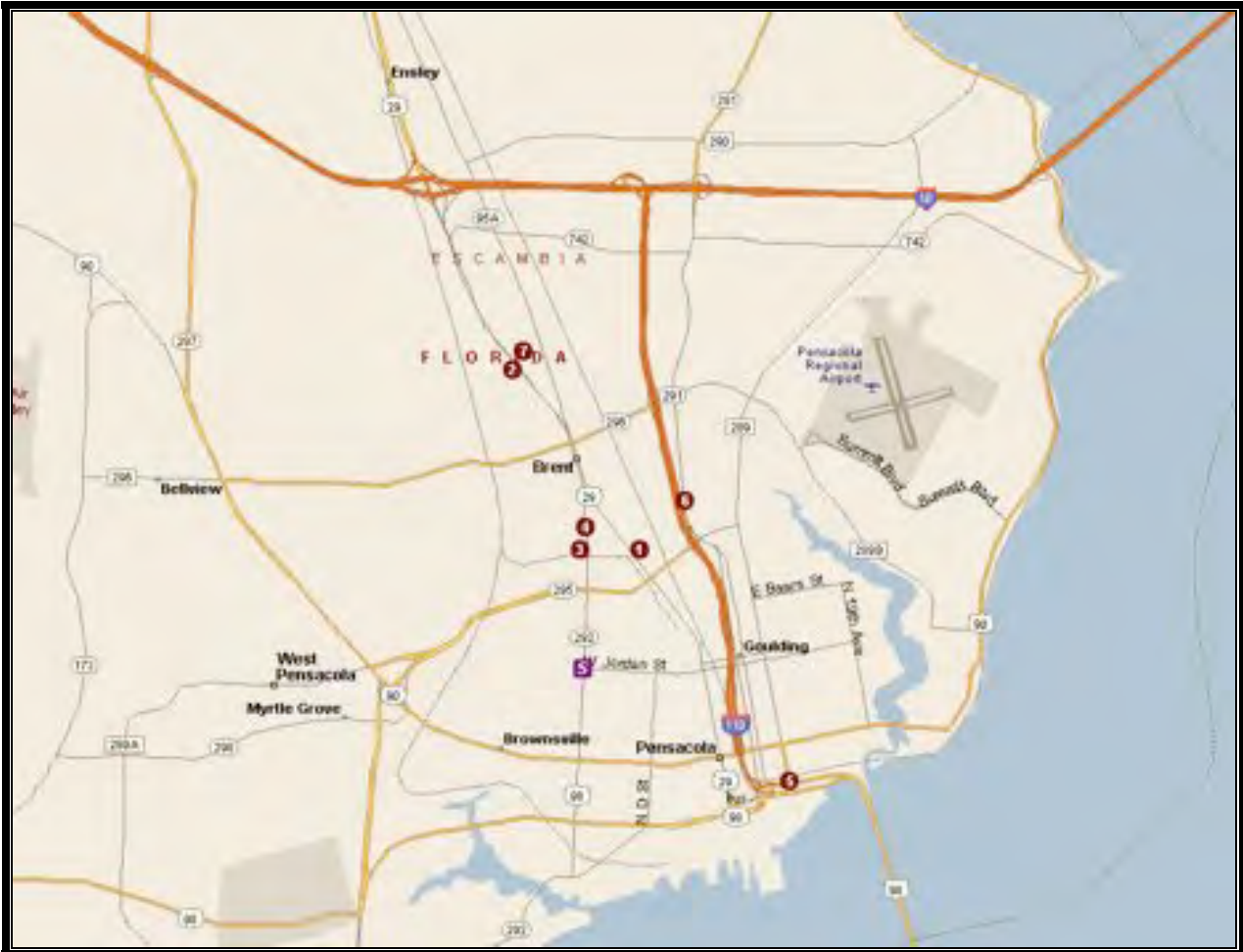
The Income Approach is founded upon the principle of anticipation, i.e., the value of an investment property is the value created by the expectation of cash benefits to be derived from the ownership of the property. The first step in the Income Approach is to estimate the gross income the property is capable of producing. From this amount a deduction is made to reflect normal vacancy and credit losses, resulting in an effective gross income. Operating expenses necessary to maintain this income are then totaled and deducted from the effective gross income, resulting in the net operating income. The net income is then capitalized at a rate that will attract an investor to the property.

The first step in our analysis is to estimate the economic or market rent of the subject property based on current conditions. This will involve market research of rental rates paid for similar type office/warehouse properties. From this data, a comparison will be made and an economic rent extracted for the subject property.

Subject Rental Data: As previously mentioned within the history section of this report, the subject currently vacant and has been that way for the last 8 months. The property is currently offered for lease for \$3,600 per month on net lease terms, which equates to \$4.32/SF.

Market Rent Survey for Comparable Properties: In estimating the economic rent for the subject property, we have performed a market rent survey of similar competing facilities in the surrounding market. Complete descriptions of those deemed most comparable are included on the following pages and are preceded by a map depicting their location in relation to the subject.

LOCATION MAP FOR THE SUBJECT AND COMPARABLE RENTALS



PENSACOLA, FL

Improved Lease No. 1



Property Identification

Record ID	568
Property Type	Office/Warehouse
Property Name	Showroom/Office/Warehouse
Address	120 Lurton Street, Pensacola, Escambia County, Florida
Location	NS Lurton Street within the Palafox Industrial Park
Tax ID	05-2S-30-2600-040-005
Date Inspected	September 1, 2011
Present Use	ICI Dulux Paints

Physical Data

Gross SF	11,200
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Area Breakdown

Warehouse Area	8,200	Per Terhaar Cronley
Office Area	3,000	Per Terhaar Cronley

Construction Type

Roof Type	Pre Engineered Steel
Foundation	Metal Panels
Electrical	CC Slab
HVAC	Typical
Sprinklers	Office
Stories	No
Floor Height	One
Year Built	20'
	1975

Improved Lease No. 1 (Cont.)

Condition Average

General Lease Data

Tenant ICI Dulux Paints
Typical Lease Term Three years
Lease Type Triple Net
Tenant Size 11,200 to 11,200

General Tenant Summary

Owner TCIP-B, LLC
Management Co. Terhaar & Cronley Property Com
Verification Anna Palmer, Owners' Representative; 850-433-7007,
September 01, 2011; Other sources: Public Records,
Confirmed by Barbara M. Martin
Tenant Expenses Taxes, Insurance and Interior

Rent Analysis

Actual Rent \$4.15/SF Average

Remarks

This is a current lease of an office and warehouse building located along the north side of Lurton Street, within the Palafox Industrial Park in Pensacola. The facility also has 10 marked parking spaces and appears to have been well maintained. The building layout described to us by Terhaar & Cronley differs from that within the Property Appraiser's assessment card slightly, and we relied upon the owner's description of the overall interior breakdown. The lease rate is \$3.59/SF on a triple net basis wherein the tenant is responsible for property taxes, insurance and maintenance. This is approximately equivalent to \$4.75/SF on a gross basis wherein the owner would be responsible for these expenses.

This tenant has occupied the premises since 1996, but the lease was renegotiated and amended in the last quarter of 2009. According to the "Lease Amendatory Agreement", the current lease rates are as follows:

For term of 09/01/2009 to 02/28/2012, lease rate shall be \$3,350/month or \$3.59/SF
For term of 03/01/2012 to 08/31/2014, lease rate shall be \$3,525/month or \$3.78/SF

The tenant has an option to renew for an additional five years commencing on 09/01/2014 at a lease rate of \$3,735/month, or \$4.00/SF.

Improved Lease No. 2



Property Identification

Record ID	1515
Property Type	Commercial
Property Name	Office / Warehouse Building
Address	128 Industrial Blvd., Pensacola, Escambia County, Florida 32505
Location	Between Hwy 29 & W Street
Tax ID	38-1S-30-3001-007-001
Date Inspected	December 2, 2011

Physical Data

SF	4,000
Construction Type	Pre-Engineered Metal
Roof Type	Metal
Electrical	Average
HVAC	Central in Office
Sprinklers	Yes
Stories	1
Year Built	2000
Condition	Average

General Lease Data

Typical Lease Term	1 Years
Lease Type	NNN
Tenant Size	4,000

General Tenant Summary

Owner	Barbara Jo Miller Trustee
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Improved Lease No. 2(Cont.)

**Management Co.
Verification**

Beck Property Management
Gerald McArthur, SIOR, Beck Property Management; 850-477-
7044, December 02, 2011; Confirmed by Torri Matherne

Rent Analysis

Actual Rent

\$2.25/SF

Remarks

This is a lease of an office/warehouse property located on Industrial Blvd. in Pensacola's "Car City". The property has 800 SF of office, and 3,200 SF of warehouse with a 10 x 10 roll up door and a 14' eave height. The office consists of a reception area, two private offices and two restrooms. The property is lease for \$750 per month for a year on triple net lease terms.

Improved Lease No. 3



Property Identification

Record ID	567
Property Type	Office/Warehouse
Property Name	Office Warehouse
Address	4005 North Pace Boulevard, Pensacola, Escambia County, Florida
Location	WS Pace Blvd., North of Fairfield Drive
Tax ID	09-2S-30-1400-025-001
Date Inspected	March 30, 2007, Multiple Since
Present Use	Excide Batteries

Physical Data

Gross SF	8,400
Area Breakdown	Office Area 1,750 Warehouse Area 6,650
Construction Type	Pre Engineered Steel
Roof Type	Metal Panels
Foundation	CC Slab
Electrical	Typical
HVAC	Office
Stories	One
Floor Height	20'
Year Built	1992
Condition	Average

General Lease Data

Tenant	Excide Batteries
Typical Lease Term	3/11 - 2/28/2012
Lease Type	Triple Net
Tenant Size	8,400 to 8,400

Improved Lease No. 3 Cont.)

General Tenant Summary

Owner	Terhaar Cronley Investment Par
Management Co.	Terhaar Cronley
Verification	Anna Palmer with Terhaar Cronley; 850-433-7077, July 05, 2011; Other sources: Public Records, Confirmed by Bruce A. Black
Rent Charges	\$4,223 per month
Renewals	No Options
Tenant Expenses	Taxes, Insurance and Interior
<u>Rent Analysis</u>	
Actual Rent	\$6.03/SF Average

Remarks

This is a lease of an office and warehouse building located along the west side of Pace Boulevard, north of Fairfield Drive and south of Palafox Street. This building appears to be in average condition and has a loading dock and two rolling bay doors for warehouse access. The facility also has 14 marked parking spaces and appears to have been well maintained. The lease is on a triple net basis for \$6.03/SF, wherein the tenant is responsible for property taxes, insurance and maintenance.

Improved Lease No. 4



Property Identification

Record ID	1401
Property Type	Office/Warehouse
Property Name	Office/Warehouse Facility
Address	4011 N. Pace Blvd. #B, Pensacola, Escambia County, Florida 32505
Location	W/S of Pace, just south of Fairfield
Tax ID	092S301400021001
Date Inspected	06/09/2011
Present Use	Pro Active Installation (office furniture installers)

Physical Data

Land Size	2.200 Acres or 95,832 SF
SF	5,000

Area Breakdown	Office	500
	Warehouse	4,500

Construction Type	Metal panel over steel frame
Roof Type	Metal panel
Foundation	CC slab
Electrical	Typical
HVAC	Office area
Sprinklers	None
Stories	One
Year Built	1994
Condition	Average

General Lease Data

Tenant	Pro Active Installation
Typical Lease Term	2 years
Lease Type	Gross
Tenant Size	5,000

General Tenant Summary

Owner	TCIP-C LLC
Management Co.	Neal & Company, LLC
Verification	Don Neal, Leasing Agent; 850-444-9994, June 10, 2011; Other sources: MLS#363379, public records, Confirmed by David Singleton
Escalations	None
Office Area	500
Percent Finished	10

Improved Lease No. 4(Cont.)

Rent Analysis

Actual Rent

\$4.50/SF Average

Remarks

Rental data for an office/warehouse facility located along the west side of Pace Blvd., just south of Fairfield Drive. The tenant is Pro Active Installations, which installs office furniture. The term is for two years at \$4.50/SF on a gross basis. This is one half of a building, with the other suite similar to this space. There are 2 dock high doors.

Improved Lease No. 5



Property Identification

Record ID	554
Property Type	Office/Warehouse, Office and Warehouse
Property Name	Office and Warehouse Building
Address	500 E. Heinberg Street, Pensacola, Escambia County, Florida
Location	NS Heinberg Street across from Sammy's Bar
Tax ID	00-0S-00-9025-001-045
Date Inspected	July 6, 2011
Present Use	Pensacola Winnelson

Physical Data

Gross SF	9,240
Area Breakdown	Finished Office Space 2,000 Warehouse 7,240
Construction Type	Pre Engineered Steel
Roof Type	Metal Panels
Foundation	CC Slab
Electrical	Typical
HVAC	Central in Office
Stories	One
Year Built	1987
Condition	Average

General Lease Data

Tenant	Pensacola Winnelson
Typical Lease Term	11/2009 – 11/2012, 3-Years
Lease Type	NNN
Tenant Size	9,240 to 9,240

Improved Lease No. 5(Cont.)

General Tenant Summary

Owner	Terhaar Cronley Investment
Management Co.	Terhaar Cronley
Verification	Anna Palmer, Terhaar and Cronley; 850-433-7007, July 05, 2011; Other sources: Inspection, Landlord, Confirmed by Bruce A. Black
Rent Charges	\$3,850/month
Renewals	1 Option for a 3-year term
<u>Rent Analysis</u>	
Actual Rent	\$5.00/SF Average

Remarks

This is a lease of a 9,240 SF office and warehouse facility located along the north side of East Heinberg Street in Pensacola. This building has approximately 2,000 SF of finished office space and the remaining area being open warehouse. The facility appears to be in average condition and was leased for a 3-year term commencing November 2009. The current rental rate is \$5/SF on a NNN basis wherein the tenant is responsible for property taxes, building insurance and interior maintenance. The tenant has an option to renew for a 3-year term.

Improved Lease No. 6



Property Identification

Record ID 1389
Property Type Office/Warehouse
Property Name Office/Warehouse
Address 4117 N. Davis Highway, Pensacola, Escambia County, Florida 32503
Location West side of N. Davis Hwy, North of Fairfield
Tax ID 052S301103000002
Date Inspected 04/26/2011
Present Use Vacant, will become Lumber Liquidators

Physical Data

Gross SF 10,000
Area Breakdown
Warehouse 7,700
Office/Showroom 2,300

Construction Type Pre-eng. metal
Roof Type Metal panel
Foundation CC Slab
HVAC Office/showroom only
Stories One
Year Built 1984
Condition Average

General Lease Data

Tenant Lumber Liquidators
Typical Lease Term 5 years
Lease Type NNN

General Tenant Summary

Management Co. Neal & Company, LLC
Verification Don Neal, Leasing Agent; 850-444-9994, April 28, 2011; Other sources: MLS#364477, public records, Confirmed by David Singleton
Rent Charges \$4.80/SF
Renewals One five year option to renew

Improved Lease No. 6 (Cont.)

Remarks

This is the leasing data for an office/warehouse facility located along the west side of N. Davis Highway and the east side of Interstate 110. The property does not have access from the interstate but has great exposure from the interstate. The lease is for 5 year at \$4.80/SF on a NNN basis beginning July 1, 2011. The tenant, Lumber Liquidators, was given 2 months free rent (July & August 2011). There is one five-year option to renew with a 10% increase in the rate. Lumber Liquidators is responsible for parking lot, structure, and maintenance above first \$500 per occurrence, as well as taxes, insurance, utilities. The tenant demolished the showroom and rebuilt to their specifications at an estimated cost of \$53,000.

Improved Asking Lease No. 7



Property Identification

Record ID 1327
Property Type Office and Warehouse
Property Name Office and Warehouse
Address 124 Industrial Blvd., Pensacola, Escambia County, Florida
Location NS Industrial Blvd. b/w N. "W" St. and Hwy 29
Tax ID Portion of 38-1S-30-3001-007-001
Date Inspected July 12, 2011
Present Use Vacant Office/Warehouse Bldg.

Physical Data

SF 5,060

Area Breakdown

Office	2,560	Air Conditioned
Warehouse	2,500	Air Conditioned

Construction Type Pre Eng Steel, Brk/Wd. Sid.
Roof Type Metal Panels
Foundation CC Slab, Ground Level
Electrical Typical
HVAC 100% Air Conditioned
Stories 1
Year Built 1982
Condition Average

General Lease Data

Tenant Vacant, Asking Rent
Lease Type Asking Triple Net
Tenant Size 5,060 to 5,060

General Tenant Summary

Owner Miller, Barbara Jo, Trustee
Verification Christopher Bouchard; 850-434-7500, Other sources: MLS 408789, Confirmed by Bruce A. Black, Remains current as of September 6, 2011.
Rent Charges Asking \$2,291.67/month
Tenant Expenses RE Taxes, Insurance, Int. Main

Improved Asking Lease No. 7 (Cont.)

Rent Analysis

Asking Rent

\$5.43/SF

Remarks

This is the current asking rent for the office and warehouse building located at 124 Industrial Blvd. in Pensacola, FL. The building is 100% air conditioned, including both the office and warehouse. It is in average condition, and is Class B type office space with wood panel walls, etc. The building also has a roll up bay door at its rear warehouse space. This facility is situated between N. "W" Street and Hwy 29, in an industrial area.

The above rental comparables are summarized on the following table.

SUMMARY TABLE OF COMPARABLE LEASES						
#	Property Address	Usage	Size (SF)	Year Built	Rent/SF	Lease Terms
N/A	Subject	Retail / Warehouse	10,020	1977	\$4.32/SF Asking	NET
1	120 Lurton Street, Pensacola	Office / Warehouse	11,200	1975	\$4.15/SF	NNN
2	128 Industrial Blvd., Pensacola	Office / Warehouse	4,000	2000	\$2.25/SF	NNN
3	4005 N Pace Blvd., Pensacola	Office / Warehouse	8,400	1992	\$6.03/SF	NNN
4	4011 North Pace Blvd. # B, Pensacola	Office / Warehouse	5,000	1994	\$4.50/SF	GROSS
5	500 E Heinburg St., Pensacola	Office / Warehouse	9,240	1987	\$5.00/SF	NNN
6	4117 N Davis Hwy, Pensacola	Office / Warehouse	10,000	1984	\$4.80/SF	NNN
7	124 Industrial Blvd., Pensacola	Office / Warehouse	5,060	2000	\$5.43/SF	NNN
					\$5.21/SF Mean	

The subject contains 10,020 SF (+/-) of overall gross building area, and has 24% finished space. Although most of the above comparable rentals are “office/warehouses”, many front primary routes and have retail and office type characteristics, such as the subject, and are similar in their construction.

The comparable leases provide a range from \$2.25 to \$6.03, with a mean of \$5.21. Most of the leases front superior thoroughfares, with higher traffic count and are highly more visible than the subject property. We are aware that the subject has been offered at \$4.32/SF for quite some time without takers. Based on the subject property’s location, age and current average condition we feel the subject is most representative of \$4.00/SF. Based on the leasable area of 10,020 SF, the total estimated potential gross income for the subject of \$40,080, which we round to \$40,000 “R”.

Potential Gross Income - \$40,000 on a triple net basis

Vacancy and Collection Loss: Per our observation and consultations with several property managers, similar facilities such as the subject property have minimal vacancy rates. However, the subject property is currently vacant and has been on the market for 8 months. Based on the surrounding neighborhood, the amount of properties for lease in the area, and the present state of the market, which is stable to flat at best, we utilize a vacancy rate of 15% for this analysis. We have developed the opinion of a 15% vacancy and collection loss as relevant to a typical holding period based upon our review of vacancy levels in other competing retail/industrial type facilities in the market area.

Expenses:

Management - Property management usually can be obtained at a ratio of 5% to 10% of effective gross income. This is based on actual charges within the marketplace and conversations with numerous property managers. The subject compares in the low end of the range at 5% of effective gross income.

Property Taxes – Ad valorem taxes are a tenant expense under a triple net lease, thus no cost to landlord. Previously, property taxes for the subject for the most recent year 2011 were cited at \$3,743.24, or \$3,743 “R”. Applying the vacancy rate of 15% to the taxes above renders estimated property taxes in the amount of \$561.45, or \$561 “R” as applicable to the owner during periods of vacancy. The remaining portion of the taxes (\$3,182) is considered reimbursable in our analysis below.

Insurance –Building insurance is a tenant expense under a triple net lease, thus no cost to landlord. We asked for but were not provided with any insurance cost for the property. Based upon insurance expenses for similar properties, we estimate an insurance cost for this property of \$3,000 “R”. Applying the vacancy rate of 15% to the estimated insurance expense above renders an insurance expense in the amount of

\$450 "R" as applicable to the owner during periods of vacancy. The remaining amount (\$2,550) is considered reimbursable in our net rent analysis below.

Interior Maintenance – Interior maintenance is a tenant expense under a triple net lease, thus no cost to landlord. However, we attribute \$500 as relevant during periods of vacancy.

Exterior/Structural Maintenance & Reserves – Based upon the need for replacing major items, i.e., roof, flooring, heat/ac, etc., and considering the overall age of the improvements, we allocate an annual expenditure of \$.20/SF, or \$2,000 "R" for a sinking fund to allow for reserves for replacement of major components in the future.

Miscellaneous, Legal and Accounting - We estimate an expense of \$500 per annum for these somewhat miscellaneous expenses with the management allowance accounting for most of the administrative expenses.

Net Operating Income: Given the aforementioned charges against gross income, the following estimate of net operating income is made:

Income			
Potential Gross Income			\$ 40,000
Gross Income			\$ 40,000
Less Vacancy/Collection Loss @	15%		\$ (6,000)
Effective Gross Income			\$ 34,000
Expense Reimbursements			\$ 5,732
Total Income			\$ 39,732
Operating Expenses			
Reimbursed Expenses:			
Property Taxes		\$ 3,182	
Building Insurance		\$ 2,550	
Total Reimbursed Expenses:		\$ 5,732	
Non Reimbursed Expenses:			
Management/Payroll	5%	\$ 1,700	
Property Taxes		\$ 561	
Building Insurance		\$ 450	
Interior Maintenance		\$ 500	
Exterior Maintenance/Reserves		\$ 2,000	
Miscellaneous (Legal, Acct, etc.)		\$ 500	
Total Non Reimbursed Expenses		\$ 5,711	17%
Total Expenses			\$ (11,443)
Net Operating Income			\$ 28,289
Estimated Value by Direct Capitalization*	8.50%		\$ 332,812
Estimated Value by Direct Capitalization "R"*			\$ 330,000

*Capitalization Rate Selection:

(1) In the following table are found our previously cited comparable sales of similar type properties from which we have extracted overall capitalization rates.

SUMMARY OF DIRECT CAPITALIZATON RATES				
#	Sale Date	Address	EGIM	Cap Rate
1	Apr-09	5904 N Palafox	9.45	8.77%
2	Sep-10	3611 N. Palafox St.	10.15	7.90%
3	Nov-10	300 W. Leonard St.	11.12	7.50%
4	Aug-10	8653 Pensacola Blvd.	10.71	8.41%
Mean			10.36	8.15%

The comparables indicate an overall rate range of from 7.50% to 8.77% and a mean of 8.15%. With equal weight towards each comparable sale, we reconcile at a cap rate of 8.5% via the comparable sales data.

Indicated Value via Direct Capitalization - The \$28,839 estimate of net operating income is divided by the reconciled 8.5% capitalization rate to render a value opinion of \$339,282, which we round to \$340,000 "R", via direct capitalization.

INDICATED VALUE VIA INCOME APPROACH: \$340,000

RECONCILIATION AND FINAL VALUE OPINION FOR FEE SIMPLE ESTATE

The three approaches to value indicate the following:

Land Value	\$180,000
Sales Comparison Approach	\$300,000
Income Approach	\$340,000

The sales comparison approach is typically a good indicator because it is a very direct and straightforward valuation methodology, and we have adequate sales data with which to execute this approach to value. We place most weight to this approach in the reconciliation analysis.

The income approach converts anticipated future benefits of property ownership into an estimate of present value. For investment real estate, the income approach is one wherein great reliance is usually placed by a purchaser. It reflects what an investor would be justified in paying in order to receive a given return on investment. Due to the fact that the property is currently vacant and has been for some time, this approach is given less within the reconciliation analysis.

After reviewing the approaches to value and considering the location, quality of construction, size, condition, and income producing capabilities, it is our opinion that the value of the fee simple estate of this property is \$300,000. We give the most weight to the direct sales comparison because of leasing weakness presently prevalent in the market place.

MARKET VALUE OPINION FOR FEE SIMPLE ESTATE

THREE HUNDRED THOUSAND DOLLARS
\$300,000

Allocated as Follows:

Land Site	\$180,000
Improvements	\$120,000

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. We certify that we have not appraised the subject property within the previous three years.
14. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ 289
Florida



Torri L. Matherne, Associate
Cert Gen RZ 2987
Florida

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 (Cert Gen RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	3	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

Torri L. Matherne

EDUCATION:

Bachelor of Science Degree, Lindenwood University, St. Charles, Missouri, 1999, Major: Marketing.

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

- Principles of Real Estate Appraising, National Association of Independent Fee Appraisers, St. Louis, Missouri, 2003.
- Concepts, Technology, and Techniques, National Association of Independent Fee Appraisers, St. Louis, Missouri, 2003.
- 2004 National USPAP Course, National Association of Independent Fee Appraisers, St. Louis, Missouri, January 2004.
- Introduction to Income Capitalization, Appraisal Institute, New Orleans, Louisiana, October 2004.
- Florida Appraisal Board I, Ed Klopfer School of Real Estate, Pensacola, Florida, February 2005.
- 2006 National USPAP Course, Ed Klopfer School of Real Estate, Pensacola, Florida, April 2006.
- Florida Appraisal Board II, Ed Klopfer School of Real Estate, Ft. Walton Beach, Florida, May 2006.
- Florida Appraisal Board III, Steve Williamson's School of Real Estate, Orlando, Florida, August 2006.
- Passed the Florida State General Appraiser Exam, Pensacola, Florida, November 2006.
- The Dirty Dozen Course, McKissock Appraisal School Online Education, October 2008
- The Cost Approach Course, McKissock Appraisal School Online Education, October 2008
- Florida Supervisor/Trainee Roles and Relationships Course, McKissock Appraisal School Online Education, October 2008
- Florida Appraisal Laws and Regulations Course, McKissock Appraisal School Online Education, October 2008
- Appraising FHA Today Course, McKissock Appraisal School Online Education, October 2008
- 2008-2009 National USPAP Update Equivalent Course, McKissock Appraisal School Online Education, October 2008
- Deriving Adjustments, Steven W. Vehmeier School of Real Estate, August 2009.
- Florida Supervisor/Trainee Roles and Relationships Course, McKissock Appraisal School Online Education, November 2010
- Florida Appraisal Laws and Regulations Course, McKissock Appraisal School Online Education, November 2010
- Appraising Developing and Growing an Appraisal Practice, McKissock Appraisal School Online Education, November 2010
- 2010-2011 National USPAP Update Equivalent Course, McKissock Appraisal School Online Education,

November 2010

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. (formerly Martin, Brantley & Associates, Inc.), Pensacola, Florida as an Appraiser from 2011 to present.

Employed by G. Daniel Green & Associates, Inc., Gulf Breeze, Florida as an Appraiser from 2004 to 2011.

Employed by Investment Consultant Group, St. Charles, Missouri as an Appraiser from 2001 to 2004.

AFFILIATIONS:

State-Certified General Real Estate Appraiser
State of Florida, #RZ2987

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.³

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in

³ NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Egin Air Force Base, resulting in a net gain of 2,200 jobs. Egin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Egin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

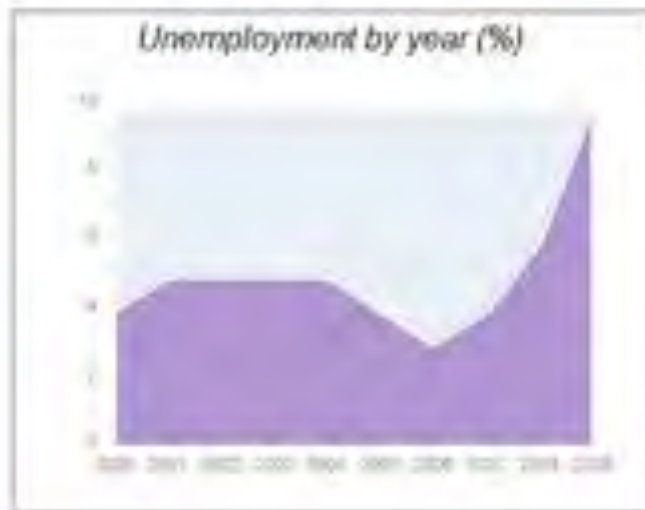
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,402	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,162	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Avond 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
EDSA	518	Public Utilities
(Wayne) Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
ORCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMB Food Services	367	Entertainment & Food Services
Armsstrong World Industries	300	Acoustical Ceiling Products
DANA Coupler Products	298	Automobile Brake Systems
General Electric	290	Wind Energy Systems

These employers represent a broad base of industries.

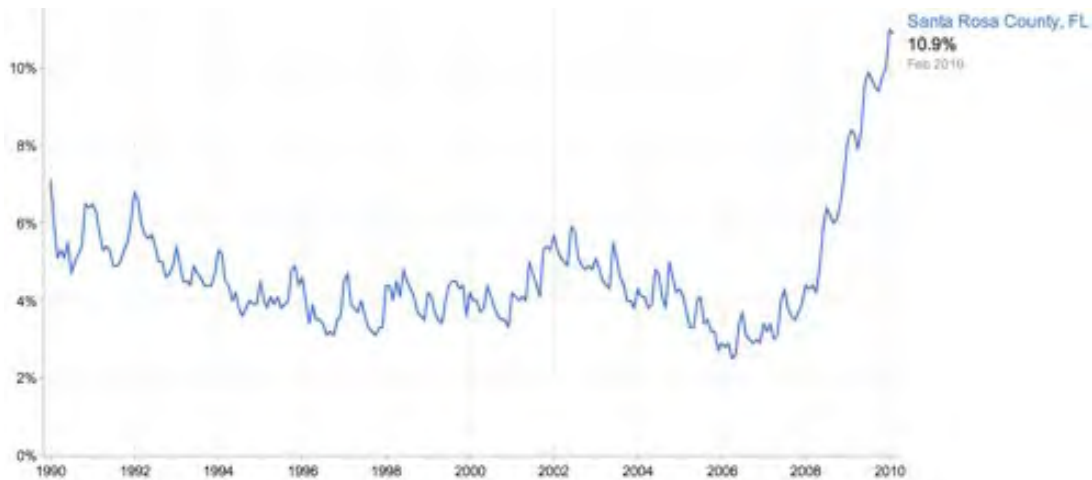
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

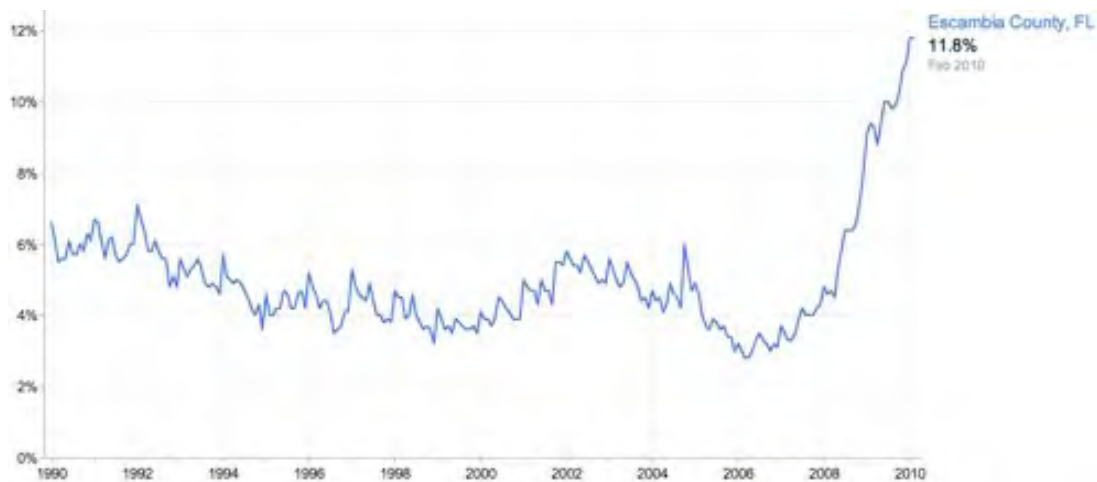
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa County over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the

general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.⁴

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

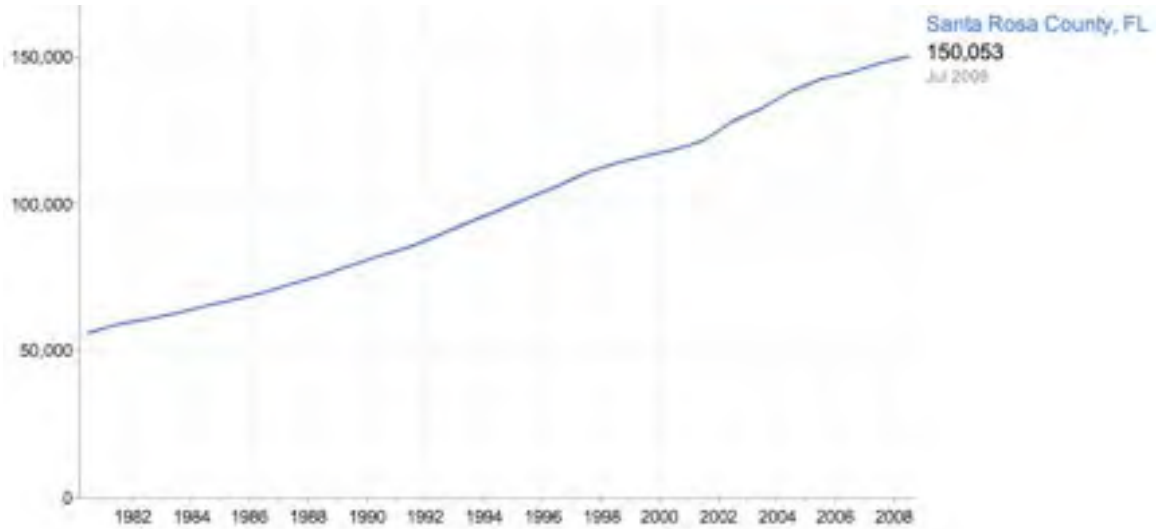
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

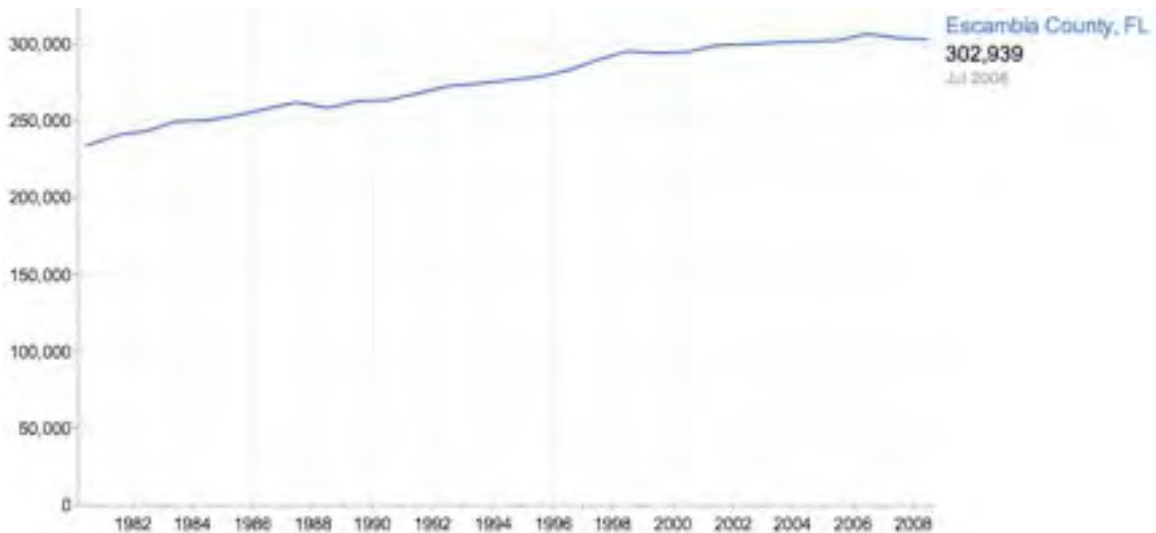
Population Increase Rates from 2005 – 2009:

	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



Population Trends in Escambia County:



⁴ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development
⁴ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

		Santa		
Demographic Estimates		Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing</i>				
<i>Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12-foot draft barge route, which runs from Brownsville, Texas to Apalachicola, 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 PROPERTY DATA



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

www.escambia.net

Tax Record

Printout Number 1 of 1

Last Update: 03/20/13 10:05 PM CST

Details

Tax Record

- Legal Desc.
- Appraisal Info
- Tax Payment
- Payment History
- View Tax Bill

Searches

- Account Number
- CEO Number
- Owner Name
- Property Address

Site Functions

- Welcome
- Property Taxes
- Esc & Business Tax
- Feedback
- County Maps
- Home

Ad Valorem Taxes and Non-Ad Valorem Assessments

Account Number	Tax Type	Tax Year
08-1184-000	REAL ESTATE	2013

Mailing Address	Property Address
WILSONY DAVYD F P 232 PO BOX 17101 PENSACOLA FL 32522	2107 W JORDAN ST CEO Number 171000-1100-001-010

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail	Millage Code	Exempt Code
DC EXEMPTION	04	
Legal Description Below for Full Description		
171000-1100-001-010 2107 W JORDAN ST L23 1 TO S W 2 27 DP S L23 23 DP L2 4 W 5 25 DP ET 18 ALL L23 14 TO 10 BLK 22 HIGHLAND PARK V2AT 18 17 7 BLK SEC 11/17 T 28 S 35 18 312 S 312 18 1459 2 210		

Ad Valorem Taxes					
Ranking	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes
County	0.0000	186,247	0	186,247	\$1,491.46
City of Escambia	2.2445	186,247	0	186,247	1,900.00
City of Pensacola	0.0000	186,247	0	186,247	\$0.00
Mobile	0.0000	186,247	0	186,247	\$0.00
Other Assessments	0.0000	186,247	0	186,247	\$0.00
Total Millage	2.2445				\$3,391.46

Non-Ad Valorem Assessments		
Code	Description	Amount
070	Landfill Authority	\$170.00

Total Assessments	
Taxes & Assessments	\$3,561.46

Bill By	Amount Due
02/26/2013	\$3,321.46
2/11/2013	\$2,094.53
2/28/2013	\$2,429.22
3/15/2013	\$2,143.69
4/30/2013	\$2,587.71

[Prior Year Payment History](#)

Prior Year Taxes Due	
08 INDEMNITY TAXES	

[Click Here To Pay Now](#)

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Chris Jones
Escambia County Property Appraiser

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Back

Navigation Mode: Account Reference Home (Current)

General Information		2011 Certified App Assessment	
Reference:	1725912001038	Improvements:	\$1,091
Account:	06118100	Land:	\$42,701
Owner:	GALLOWAY DAVID F S III	Total:	\$43,792
Mail:	PO BOX 17107 PENSACOLA, FL 32517	State & Local Taxes:	\$0
Site:	1100 W HERNANDEZ ST BLK 1200	Details	
Use Code:	OPER STORAGE	Assessment & Calculations	
Taxing Authority:	COUNTY MTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry via Courtesy of Janet Hickey, Escambia County Tax Collector			

Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
08/2004	5483 259	\$100	WO
04/1983	1776 306	\$100	WO
01/1912	1374 24	\$12,000	WO
02/1903	1083 104	\$26,000	WO
Official Records Inquiry courtesy of Erin McLaughlin, Escambia County Clerk of the Court			
		Name:	
		Legal Description	
		E 75 FT OF S 25 FT OF LT 5 E 25 FT OF L35 7 8 & 9 S 25 FT OF W 15 FT OF LT 18 W 15 FT OF LT 11 BLK...	
		Extra Exemptions:	
		4' CHAIRLIFT SPACE FRAME BUILDING	

Parcel Information

Section Map: 17-23-30-1

Approx. Acreage: 0.4000

Zoned: C-2

Buildings:

Images:

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



Tax Record

Print | Refresh | Home | Help | Logout | 1 of 1

Last Update: 12/10/13 10:47 PM CST

Details

Tax Record

- Legal Desc
- Appraisal Data
- Fee Keyword
- Appraisal History
- Print Tax Bill

Searches

- Account Number
- GIS Number
- Order Number
- Property Address

Site Functions

- Welcome
- Property Taxes
- Local Business Tax
- Feedback
- County Links
- Home

Ad Valorem Taxes and Non Ad Valorem Assessments

The information contained herein is for informational purposes only and does not constitute an offer of insurance or any other financial product.

Account Number	Tax Year	Tax Year
194-1185-030	2012	2013
Mailing Address WILLIAM DRYDEN RD 333 PO BOX 17507 VERMILION FL 32084	Property Address 2100 W BERRYWOOD ST 010 010 Box01 33299-1109/01010	
Change Amount See Below	Assessable Value See Below	

Exemption Detail	Millage Code	Exem. Code
04 EXEMPTION	04	
Legal Description: click for full description		
17274-1200-011-019 010 W BERRYWOOD ST 010 E 15 FT OR 3 25 FT OF 15 W 15 FT OF 15 W 1 4 X 28 FT OF W 1 4 FT OF 17 10 W 1 4 FT OF 17 11 ALL OF 17 12 13 & 14 AND E 25 FT OF 17 13 ALL WITH 20 FT ALLEY FRONTED E W 15 See Tax Roll For Extra Legal		

Taxing Authority	Rate	Assessable	Exemption	Taxable	Amount
County	0.47%	40,000	0	40,000	188.00
State	0.00%	40,000	0	40,000	0.00
City	0.00%	40,000	0	40,000	0.00
Special District	0.00%	40,000	0	40,000	0.00
Total Millage	0.47%	40,000	0	40,000	188.00

Code	Legal Description	Amount
070	PIED. (CALL 500-8340)	\$13.00
Total Assessments		\$13.00
Total Assessments		\$13.00

Payment Date	Amount Due
12/01/2013	\$188.00
1/31/2014	\$188.00
3/31/2014	\$188.00
5/31/2014	\$188.00
7/31/2014	\$188.00

Payment Date	Amount Due
12/01/2013	\$188.00

Click Here To Pay Now

Print | Print -- First < Previous Next > Last --



DE BK 15 4 12 3 PG 22 15 19
Escambia County, Florida
INSTRUMENT 2004-283961

RECEIVED STAMP FEB 10 2004 11:30 AM
RECEIVED DEPT. OF REVENUE, TALLAHASSEE, FLORIDA

This instrument prepared by
CHARLES C. SHERKELL
614 East Government Street
Post Office Box 12314
Pensacola, Florida 32501

Doc. No. 2-17
Doc. Date 2-10-04
Total \$

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CORRECTIVE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That each of the undersigned, DAVID F. S. GALLOWAY, AS TRUSTEE, and DAVID F. S. GALLOWAY, INDIVIDUALLY, hereinafter referred to as "Grantor" (whether singular or plural), whose mailing address is P. O. Box 17507, Pensacola, Florida, 32522, for and in consideration of TEN DOLLARS and other good and valuable consideration, the receipt whereof is hereby acknowledged, does bargain, sell, convey, confirm and grant unto DAVID F. S. GALLOWAY, III, whose mailing address is the same, hereinafter referred to as "Grantee" (whether singular or plural), the heirs, personal representatives, successors and assigns of Grantor, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida (the "Property"):

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at Page 616 of the public records of Escambia County, Florida, more particularly described as follows:

All of Lots 1 through 5, inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the South 25.0 feet of lots 6, 7, 8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 11, and all of lots 12 through 20, inclusive; along with 20.0 foot alley running East and West in the center of said Block 28, containing 1.62 acres, more or less.

This Corrective Warranty Deed is being executed to confirm that title in and has been vested in David F. S. Galloway, individually, since that certain deed (the "Original Deed"), dated June 20, 1975 and recorded in Official Record Book 911 at Page 329, despite the fact that the Grantee in that deed was inadvertently referred to as "David F. S. Galloway as Trustee".

Said property does not constitute the Homestead of Grantee. Said property is commercial in nature.

Grantee's Social Security Number is: unavailable

The County Property Appraiser's Parcel No. with respect to the above-described property is: 1725301200000028

Subject to taxes for current year and subsequent years, to easements, encumbrances and restrictions of record affecting the above property, if any, (which are not hereby reimposed), in

matters appearing on the Plat, if there is a recorded plat, as all of the foregoing affect said property, to zoning restrictions, prohibitions and requirements imposed by governmental authorities, and to all prior reservations of oil, gas and other minerals.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

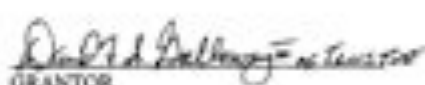
And Grantor covenants that except as may be limited elsewhere herein Grantor is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance, and that Grantor's heirs, personal representatives, successors and assigns, unto the said Grantee, the heirs and assigns of Grantee, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend. "Grantor" and "Grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the 3rd day of September, 20, 2004.

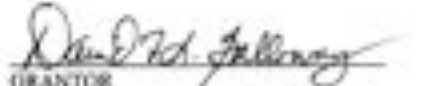
SCD Sep 03, 2004 03:08 PM
Escambia County, Florida

Signed, sealed and delivered in the presence of the following witnesses:


Printed name of above
witness Carroll C. Sherman


GRANTOR


Printed name of above
witness C. C. Sherman


GRANTOR
ERNEST LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2004-283961

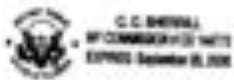
STATE OF FLORIDA
COUNTY OF ESCAMBIA

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on the 3rd day of September 2004 by David F. S. Galloway, as Trustee and David F. S. Galloway individually, who is personally known to me and who did (did not) take an oath.

Signature of person taking acknowledgment
Name of person taking acknowledgment
(typed, printed, or stamped)


NOTARY PUBLIC
Date of Commission Expiration: _____



2107 W JORDAN ST

PENSACOLA, FL 32505

Price: \$270,001

MLS#: 4512150 - 1041 Top Outlets
Area: 1071 South Pensacola
Name: BRUCEWAY
Address: 2107 W JORDAN ST
City: PENSACOLA
County: ESCAMBIA
084 Sq Ft: 35,000
084 Sq Ft: 35,000
084 Sq Ft: 21
084 Sq Ft: 21
084 Sq Ft: 172,000/20000/1000

Status: Active
Date Listed: 04/12/2014
Age: 2000
Rooms: 3-00
Lot Area: 137 x 261
Lot Front: 137
Lot Depth: 261
Off Open:

Click photo for additional media and enlargement



Directions: SW corner of Pass Blvd and Jordan Street. Property sits on a large lot (includes) includes buffer spaces.
Prop Desc: Very functional commercial building with built high clear, aluminum parking garage, full size freight warehouse and fenced and landscaped.

Lease Info: ALSO AVAILABLE FOR LEASE AT \$260 PER MONTH NET

Financing:
Owner Fin: Loan Fin: **Loan Term:**
Owner Exp: **Rem. Exp:** **MO:**
Cap Rate: %

Assessors: General Commercial
Appliances: Key systems - security system, data drive and inventory system
Special Info: See link to photos and documents on the listing page

End Electric: 20	End Check High: 0	End Good Land: 0
End Electric: 400 amp, 3 phase	End H2O: 40	End Sprinkler: 40
Special/Other: for info	Low Stock/Alarm:	End Windows:
Full Exp/Incl:	Full Exp Types:	Full Exp/Incl:
Full Equip:	Full Equip Incl:	Full Equip/Incl:
Full Incl Exp:	Full Warehouse:	Appl. Fin: 100
Assoc/Incl: 0	Category/Room:	
Type Use: Commercial (Industrial, Warehouse, Warehouse, Wholesale)		

Est Agent: (813) 238-1200
Est Office: (850) 437-1111
Co-Off: ()
Address: Agent Cell #: Office Phone: Office Fax: 407-241-1111, 407-241-1111, 407-241-1111
Special (Comp. Pk): Agency
County: Escambia
City: Pensacola
Zip: 32505

Information deemed reliable but not guaranteed. Copyright 2014 by the Pensacola Association of Realtors, Inc.
 Prepared by PENSACOLA UNIVERSITY OF REALTY & ASSOCIATED REAL ESTATE, on 12/23/14 2:16:16 PM



FOR SALE
\$299,575



2107 W Jordan Street
Pensacola, FL 32505
MLS # 407205, 407207

Description

Available: Immediately
Site: 200 x 300 Irregular
Acre: 1.47 Acres

Building and Site Improvements

Warehouse SF: 4,000
Office/Reception SF: 6,000
Mezzanine Off: 4,000
Overhead Doors: 2
Loading Dock: Multiple Heights

Eave Height: 30'
Ceiling Height: 24'
Electrical Service: 400 AMP
3 Phase: Yes

Parking: Ample Paved
Outside Storage

TOTAL SF: 10,000

Property Zoning

Zoning: C-2

Listing Agent

Agent: Don Neal, CCIM, SFR
To Show: Key in office—Security system

Phone #: 850-287-5571
Phone #: 850-444-0004 x 121
Email: neal@nealcommercial.com

Comments and Directions

Comments: Very functional distribution building with dock high doors, showroom, parts storage, tall eave height warehouse and excess land for storage. Also for lease at \$2000 per month net.

Directions: Off corner of Pace Blvd and Jordan Street. Property wraps around, but does not include Muffler Blasters.

Although all information contained regarding property for sale, rent or financing is from sources deemed reliable, such information has not been verified and no express representation is made that it is accurate or to be accurate. Buyer, renter or borrower is advised to verify, examine, change or update all data and/or conditions, and seek legal or financial or other professional advice.



www.nealcommercial.com • 8015 Carverley Dr., Suite 5, Pensacola, FL 32507 • 850-444-0004 • Fax 850-444-0007



FOR SALE

\$299,575

2107 W Jordan Street
Pensacola, FL 32505
MLS # 407205, 407207



2107 W Jordan Street

Although all information furnished regarding property for sale, rent or financing is from sources deemed reliable, such information has not been verified, and to express representation is made as to the accuracy thereof and is subject to error, omission, change of price, time or other conditions, and sale, lease or financing, or withdrawal without notice.



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OFFICE/WAREHOUSE FACILITY
2107 W. JORDAN STREET
PENSACOLA, FLORIDA 32505
ESCAMBIA COUNTY



G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497 | Susanne S. Timmons, St. Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G.DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

2107 W. Jordan Street
Pensacola, Florida 32505
Escambia County

REPORT DATE

October 13, 2011

INSPECTION DATE

October 12, 2011

CLIENT/INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAISRA

Certified General Real Estate Appraiser RZ836

G. Daniel Green & Associates, Inc.

103 Baybridge Drive
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green
& ASSOCIATES
COMMERCIAL & RESIDENTIAL APPRAISAL CONSULTING & SALES

October 13, 2011

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: An Office/Warehouse Facility
2107 W. Jordan Street
Pensacola, Florida 32505
Escambia County

Dear Mr. Godwin or Ms. Cantrell,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken, as of October 12, 2011, the date of observation; subject to the attached assumptions and limiting conditions. The intended user is the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505. It is our understanding this appraisal will be utilized for internal decision making regarding the subject property. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of October 12, 2011 is:

\$300,000
THREE HUNDRED THOUSAND DOLLARS
"AS-IS" FEE SIMPLE INTEREST
October 12, 2011



Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

The following is a Summary Appraisal Report utilizing the direct sales comparison and income approaches to value and has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

G. Daniel Green MAI, SRA inspected the interior and exterior of the subject property.

The cost approach was not felt to be a credible approach due to the age of the structures being over ten years old and the difficulty in estimating accurately the amount of accrued physical depreciation for the subject property.

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through our scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.

In addition to the assumptions and limiting conditions, the following also apply:

- 1. The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 2. There were not any air compressors installed on the subject property at the time of inspection. It is an extraordinary assumption that the air compressors currently stored in the warehouse are adequate to heat and cool all ventilated areas of the building, and will be functional once installed.*
- 3. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
- 4. The appraisal does not address the personal property within the subject property (i.e. FFEI: Furniture, Fixtures, Equipment or Inventory) in the estimate of value (if any).*
- 5. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Respectfully Submitted,



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836

CERTIFICATION OF VALUE

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no (or the specified) present or prospective interest in the properties that are the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green MAI,SRA has made an interior and exterior observation of the property.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraisers have the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- The appraisers signing this report have not performed services regarding the subject property within 36 months prior to the effective date of this appraisal, as an appraiser or in any other capacity.



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

DISCLOSURE OF COMPETENCY

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2010. Appraisers' qualifications are included toward the end of the report.

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Appraiser's Qualifications:
G. Daniel Green MAI, SRA

ADDENDA

Client Engagement Letter
Invoice

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	An office/warehouse property located at 2107 W Jordan Street, Pensacola, Florida, Escambia Co.
OWNERSHIP:	David F S Galloway III PO Box 17507 Pensacola, Florida 32522
LOCATION OF PROPERTY:	Situated on the South side of Jordan Street in Escambia Co., FL.
PURPOSE OF APPRAISAL	The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of an effective date cited herein.
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF VALUATION:	October 12, 2011
DATE OF REPORT:	October 13, 2011 – As-Is
ASSESSMENT: Parcel 172S30-1200-001-028	\$200,965 Per Escambia County Records -see assessment section for more detail
TAXES: Parcel 172S30-1200-001-028	\$3,128.11 Per Escambia County Records -see tax section for more detail
ZONING CLASSIFICATION:	C-2, General Commercial District per Escambia County – see zoning section for more detail
SITE AREA:	.98 +/- acres or 42,689 SF per the Escambia County Property Appraiser's website
TYPE OF REPORT FORMAT:	Summary Narrative



2107 W. Jordan Street

HIGHEST & BEST USE

AS VACANT: Commercial
AS IMPROVED: Commercial

EXPOSURE TIME: 18 to 24 Months

MARKETING TIME: 18 to 24 Months

VALUE INDICATIONS:

Direct Sales Comparison Approach **\$325,000**

Income Approach **\$295,000**

FINAL FEE SIMPLE VALUE OPINION: **\$300,000**



IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT

This is a summary level appraisal report, as defined by the 2010 edition of the Uniform Standards of Professional Appraisal Practice, which contains discussion and analysis of relevant conclusions, data and analysis in a narrative format that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

INTENDED USE OF APPRAISAL

It is our understanding this appraisal shall serve to assist with internal decision making regarding the subject property.

DATE OF VALUE OPINION

October 12, 2011

DATE OF REPORT

October 13, 2011

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

"In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal."

Identification of the Problem:

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the "As-Is" market value of the fee simple interest in the property located at 2307 W. Jordan Street, Pensacola, FL 32505 and identified by the Escambia County Property Appraiser's Office by Parcel ID #172S30-1200-001-028. This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Fee simple as well as Leased fee comparable warehouse properties were analyzed and verified. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser's Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.



The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

The following Summary Appraisal Report utilizes the Direct Sales and Income Approaches to value. The Cost Approach was deemed unreliable; and, therefore omitted from this analysis.

The Direct Sales Comparison Approach will utilize the sales of comparable office/warehouse properties within the subject's market. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.

The Income Approach utilizes the principle of anticipation, i.e. that the property value is the present worth of all future benefits accruing to ownership. These future benefits are generally in the form of income streams for a fixed period of time (lease term or estimated holding period) plus a capital sum at the end of the period or a discounted value of an assumed perpetual income.

The basic steps of the approach are to estimate the economic (fair market) rent of the subject property on a gross rental basis, then deduct an appropriate amount for expenses including an allowance for vacancy and collection losses, fixed expenses such as taxes and insurance, variable expenses such as management, and reserves for replacement of short-lived items such as the roof and floor coverings. The result is the net income to the property.

To convert the net income into a present dollar estimate is called capitalization. The methods are based on inherent assumptions concerning the quality, durability, and pattern of the income stream (or income projection). The result is an indication of market value via the Income Approach. In the case of the subject, the property is owner occupied, and according to active listings of comparable properties for lease and current leases, the market is demanding short term leases. It is my opinion; therefore, the Direct Capitalization Method is the most applicable method to the Income Approach for a value at stabilized occupancy.



2107 W. Jordan Street

Subsequent to application of the Direct Sales Comparison and Income Approaches, the value indications provided will be considered when reconciling to a final opinion of the value of the fee simple interest of the subject property.



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 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.

* Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D; FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.



EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised 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; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.¹ We estimate the exposure time for this property to be 18 to 24 months.

MARKETING PERIOD

Reasonable marketing time is an opinion of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.² The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject area were contacted and the marketing period is supported by findings from these interviews. We estimate the marketing time for this property to be 18 to 24 months.

¹Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 1,2010

²Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 2-2, Advisory Opinion 102 , January 1,2010, page F47.



PROPERTY IDENTIFICATION

The subject property is a 7,600 +/- SF class "S" office/warehouse building, situated at 2107 W. Jordan Street Pensacola, FL 32505 as well as a .49 +/- acre parcel fronting W. Hernandez Street.

LEGAL DESCRIPTION

Account Number	Tax Type	Tax Year
06-1184-100	REAL ESTATE	2010
Legal Description (click for full description)		
LTS 1 TO 5 W 5 FT OF N 115 FT OF LT 6 W 5 FT OF LT 15 ALL LTS 16 TO 20 BLK 28 HIGHLAND PARK PLAT DB 69 P 616 SEC 31/17 T 2S R 30 OR 911 P 329 OR 5493 P 259		

OWNERSHIP OF RECORD/SALES HISTORY

According to the tax rolls of Escambia County, title for the subject parcel is held by David F S Galloway III, PO Box 17507, Pensacola, FL 32522. There have been no sales transactions pertaining to this parcel over the past three years per the official records of Escambia County. However, this property was most recently listed for sale under MLS # 407205 for \$270,000 for a period of 45 +/- days.

ASSESSMENT AND TAXES

The Escambia County Tax Assessor's office identifies the subject property located at 2107 W. Jordan Street by account#061184100. According to the Escambia County Tax Assessors Office, this parcel's 2010 assessed values are \$200,965, with a total tax and assessments burden of \$3,128.11. The current millage rate is 15.5655.



Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	200,965	0	\$200,965	\$1,401.83
PUBLIC SCHOOLS					
By Local Board	2.2290	200,965	0	\$200,965	\$447.95
By State Law	5.6310	200,965	0	\$200,965	\$1,131.63
SHERIFF	0.6850	200,965	0	\$200,965	\$137.66
WATER MANAGEMENT	0.0450	200,965	0	\$200,965	\$9.04
Total Millage		15.5655	Total Taxes		\$3,128.11
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$258.40			
Total Assessments					\$258.40
Taxes & Assessments					\$3,386.51
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
12/30/2010	PAYMENT	246716.0001	2010	\$3,284.91	

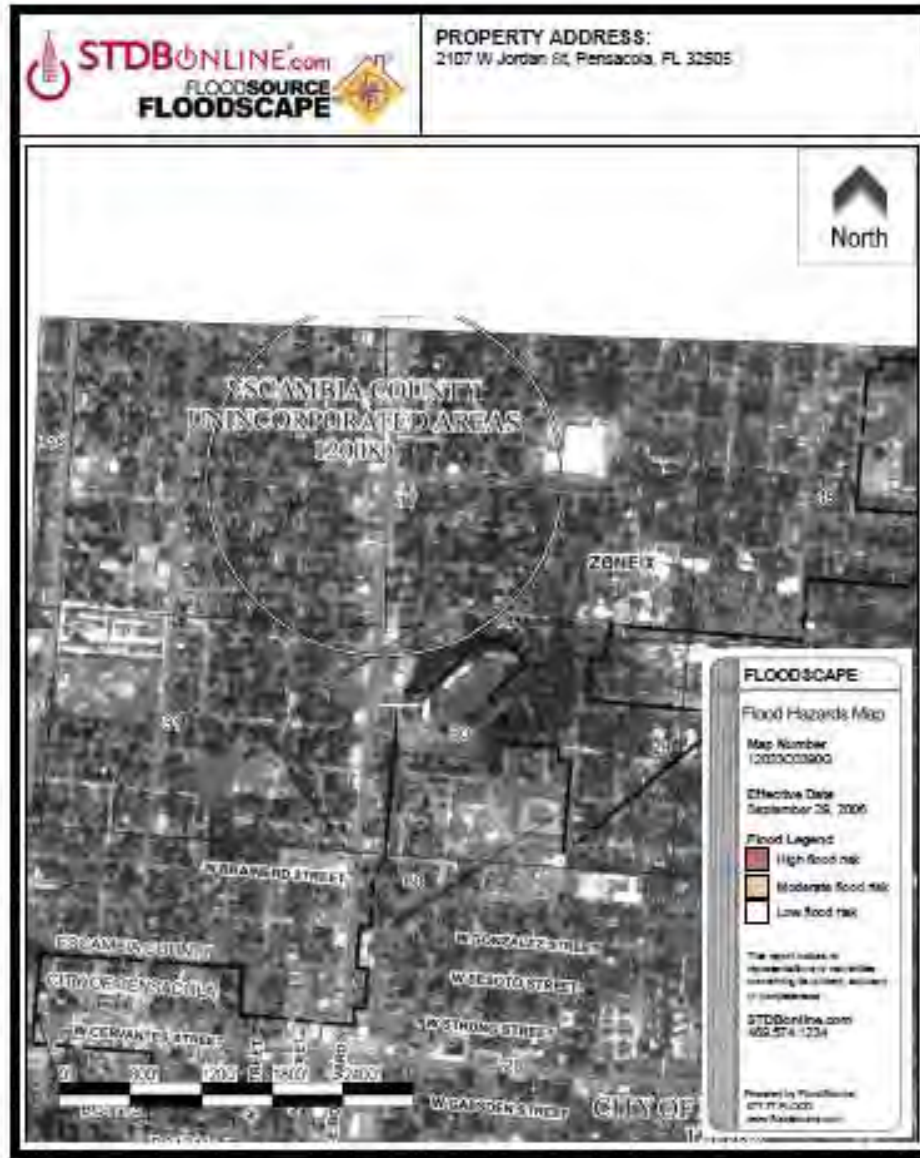
FLOOD ZONE

All of the subject property is situated in an areathat is designated low flood risk per Map #12033C0390G, dated September 29, 2006.

An illustration has been provided for your review.

Flood Map





ZONING

Per Escambia County the subject property is zoned C-2, General Commercial District per Escambia County. A complete zoning definition for the district is as follows.

6.05.16. C-2 General commercial and light manufacturing district (cumulative).

A. *Intent and purpose of district.* This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of

Updated 01/2010

Article 6 ZONING DISTRICTS

the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. New residential uses located in a Commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy 7.A.4.7.g. The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in C-2, general commercial and light manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-2 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. *Permitted uses.*

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).



7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.

Article 6 ZONING DISTRICTS

16. Taxicab companies.

17. Bars and nightclubs.

18. Boat sales and service facilities.

19. Boat and recreational vehicle storage. (No inoperable RVs, untrailer boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)

20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.

a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:

- (1) One thousand feet from a preexisting adult entertainment establishment;
- (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
- (3) One thousand feet from a preexisting place of worship;
- (4) One thousand feet from a preexisting educational institution;
- (5) One thousand feet from parks and/or playgrounds;
- (6) Five hundred feet from residential uses and areas zoned residential within the county.



2107 W. Jordan Street

21. 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).

22. Temporary structures. (See section 6.04.16)

23. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.*

1. Kennels.
 2. Heliports.
 3. Automobile race track.
 4. Solid waste transfer stations, collection points, and/or processing facilities.
 5. Junkyards, salvage yards, and waste tire processing facilities.
- D. *Off-street parking and loading regulation.* See section 7.02.00.
- E. *Traffic requirements.* See section 7.11.09.

Article 6 ZONING DISTRICTS

- F. *Screening adjacent to residential areas.* See section 7.01.00.
- G. *Landscaping.* See section 7.01.00.
- H. *Site and building requirements.* Same as C-1 district.
- I. *Signs.* See article 8.
- J. *Locational criteria.* See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

ZONING MAP



Parcel 172S30-1200-001-028



REGIONAL DATA

The purpose of this section is to present a description of the surrounding regional attributes and specifically describe Escambia County and Santa Rosa County, statistically referred to as the Pensacola MSA (Metropolitan Statistical Area). Escambia County is home to the majority of economic and government activity within the Pensacola MSA, and is therefore more heavily considered and presented within this profile.



Northwest Florida Metropolitan Statistical Areas (MSAs)

● Pensacola MSA ● Ft. Walton Beach MSA ● Panama City MSA ● Tallahassee MSA

A profile has been created through research of census data and use of the Haas Center for Research and Economic Development. Information has been gathered from the Escambia County Chamber of Commerce, Santa Rosa County Chamber of Commerce and other sources, including Planning and Development Departments for both counties.

The regions central location is approximately 200 miles east of New Orleans, Louisiana, 250 miles south of Birmingham, Alabama, 370 Miles southwest of Atlanta, Georgia and 375 miles west of Jacksonville, Florida. The Pensacola MSA is bisected by Interstate 10, which allows easy access across the southeast. Interstate 110 also connects I-10 directly to downtown Pensacola. Air transportation is available at Pensacola Regional Airport, where seven major carriers provide service to nine domestic destinations. Four general aviation airports also serve the region. Water transportation is available at the adjacent Port of Pensacola which is also part of a



foreign trade zone located within an Enterprise Zone. Local rail transportation is available from CSX, Alabama Gulf Coast Railway, Amtrak and the Burlington Northern Santa Fe Railroad.

The two counties of Escambia and Santa Rosa (Escambia's abutting county to the east), include 1,685 square miles of land area. There is approximately 212 square miles of water area in the depicted region not including the Gulf of Mexico. There are over 30 miles of coastline located on the two counties. Gulf Island National Seashore is stretched sporadically across the entirety of Escambia and Santa Rosa Shorelines. Black Water River Park, located in the northern region of Santa Rosa County, is home to 590 acres of land and water. This area also houses military bases including Pensacola Naval Air Station, NAS Whiting Field and Corry Station.

In 2005, Florida's Great Northwest, Inc. identified the need and developed the vision for a strategic economic development plan to serve as a long-term guide for sustainable economic development in Northwest Florida.

Mission Statement of Florida's Great Northwest: Florida's Great Northwest's mission is to grow a vibrant and sustainable economy for all 16 counties in Northwest Florida that creates nationally and globally competitive advantages for the development of key industry clusters, increases the income and prosperity of workers and families, ensures healthy communities and a vibrant quality of life, and preserves the natural beauty and resources of the region.

Discussions surrounding a sustainable and diversified economy have increased amid the challenges of the recession. However, Florida's Great Northwest's strategic planning efforts during the last few years have created a clear focus on key target industries in sectors that are displaying steady growth. New industries within the Pensacola MSA include: AppRiver, LLC, Navy Federal Credit Union, GE Energy (wind turbines), Avalex Technologies, and ActiGraph, LLC.

Tourism in the Pensacola Bay area brings in approximately \$552,000,000 annually.

GEOGRAPHY

Escambia County has a total of 876 square miles and encompasses a land mass of approximately 662 square miles. The terrain is semi-flat with an extreme elevation of 120 feet above sea level. The border to the east of Escambia County is the Escambia River and Escambia Bay, the northern border is the Florida/Alabama state line, the western border is the Florida/Alabama border delineated by the Perdido River and Perdido Bay, and the southern border is the shore of the Gulf of Mexico. The area includes navigable access to the Gulf of Mexico and the Port of Pensacola is an international deep port for large commercial ships and military sea vessels, part of a foreign trade zone, and are located within an Enterprise Zone. Pensacola is home to more than 400 underwater shipwrecks, including the 888 foot battleship that has become the world's largest manmade reef. Escambia County is known as the "Western Gate to the Sunshine State". The area is also known as part of the "Emerald Coast" and the "Sun Belt". There are on average 343 days of sunshine per year, with an average temperature of 77 degrees.



DEMOGRAPHICS

Escambia County's population increased slightly during the last ten years, but the county experienced a population shift into the area between Barrineau Park and 9 Mile roads, according to data released by the U.S. Census Bureau. Escambia County saw a very slight 1 percent increase during the decade as the population increased from 294,410 in 2000 to 297,619 in 2010.

The county is divided into four "Census County Division" areas. Population figures from those divisions showed a very definite growth trend in the "Cantonment CCD" – an area roughly bordered by Barrineau Park and Quintette roads to the north and 9 Mile Road to the south. The area showed a 15.8 percent population increase to 50,638 person.

The three other Census County Divisions all showed 1.4 to 3.0 percent population decreases.

Century's population decreased slightly, from 1,714 in 2000 to 1,698 in 2010. The City of Pensacola saw a more substantial population decrease – almost 8.5 percent – from 56,255 in 2000 to 51,923 in 2010.

Neighboring Santa Rosa County grew from 117,743 to 151,372 during the decade, an increase of almost 29 percent. Santa Rosa was among the fastest growing counties in Florida. The Town of Jay's population decreased, from 579 to 533.

EDUCATION

There are a total of 107 public schools in the Pensacola MSA. There are 51 elementary schools, 17 middle schools, 13 high schools, and 26 alternative schools. The Escambia County School District is one of the 100 largest in the nation, providing programs ranging for accelerated learning for gifted students to dropout prevention for troubled students. The area has access to many Colleges and Vocational Schools including Troy State University, University of West Florida, Pensacola Christian College, Pensacola State College, and George Stone Vocational Training Center.

More than 11,000 students are enrolled at the University of West Florida. The University of West Florida is a Doctoral/Research University, which specializes in engineering and the humanities. UWF is a space-grant institution that was established in 1963. The University of West Florida sits on the third largest campus in the State University System, 1,600 acres (6.5 km²), and its campus is a natural preserve that is bordered by two rivers and Escambia Bay. The University of West Florida is known for its small class sizes and its intimate, private school like educational atmosphere, which distinguishes it from the larger universities in the State University System.

In 2010 UWF opened a new multimillion dollar facility, home of the new School of Science and Engineering including the Computer Science, Computer Information Systems, Electrical Engineering, Computer Engineering, Mathematics and Statistics, Physics, and Software Engineering programs.



The building includes prototype robot fabrication and testing laboratories, 3-D virtual reality simulators, a state-of-the-art holo deck and a glass wall atrium that helps put science into public view. This construction is based on Project Kaleidoscope, a national initiative funded project by the National Science Foundation and the Keck Foundation. This collegiate facility is one of the first of its kind.

Pensacola State College (since 2010), previously Pensacola Junior College, offers more than 100 majors and areas of concentration. The college offers associates and bachelors degrees as well as vocational certifications and an adult high school. Local sports fans have watched several area teams take national collegiate championships. Several private colleges also produce graduates for Northwest Florida.

MILITARY

Naval Air Station Pensacola or NAS Pensacola, also nicknamed, "The Cradle of Naval Aviation", is a United States Navy base located within the Pensacola city limits. It is best known as the primary training base for all Navy, Marine and Coast Guard aviators and Naval Flight Officers, the advanced training base for most Naval Flight Officers, and as the home base for the United States Navy Flight Demonstration Squadron, the precision-flying team known as the Blue Angels. It is currently a Superfund site.

The air station also hosts the Naval Air and Operational Medical Institute (NAOMI), which provides training for all naval flight surgeons, aviation physiologists, and aviation experimental psychologists. With the closure of Naval Air Station Memphis in Millington, Tennessee and the transition of that facility to Naval Support Activity Mid-South, NAS Pensacola also became home to the Naval Air Technical Training Center (NATTC), providing technical training schools for nearly all enlisted aircraft maintenance and enlisted aircrew specialties in the U.S. Navy, U.S. Marine Corps and U.S. Coast Guard.

NAS Pensacola contains Forrest Sherman Field, home of Training Air Wing SIX, providing undergraduate flight training for all prospective Naval Flight Officers for the U.S. Navy and U.S. Marine Corps, prospective U.S. Air Force Navigator/Combat Systems Officers for the F-15E Strike Eagle and B-1B Lancer bomber, and flight officers/navigators for other NATO/Allied/Coalition partners. TRAWING SIX consists of the Training Squadron 4 (VT-4) Warbucks, Training Squadron 10 (VT-10) Wildcats and Training Squadron 86 (VT-86) Sabrehawks, flying the T-45C Goshawk, T-6A Texan II, T-39 Sabreliner and U.S. Air Force T-1A Jayhawk aircraft.

Other tenant activities include the United States Navy Flight Demonstration Squadron, the Blue Angels, flying F/A-18 Hornets and a single USMC KC-130F Hercules; the 2nd German Air Force Training Squadron USA (German: 2. Deutsche Luftwaffenausbildungsstaffel USA - abbreviated "2. DtLwAusbStff"), and the NAS Pensacola Search and Rescue Detachment (flying SH-60 Seahawk helicopters). A total of 131 aircraft operate out of Sherman Field, generating 110,000 flight operations each year.

The National Museum of Naval Aviation, the Pensacola Naval Air Station Historic District, and the National Park Service-administered Fort Barrancas and its associated Advance Redoubt are all located at NAS Pensacola, as well as Barrancas National Cemetery.



HOUSING

In 2010, the housing market in the Pensacola MSA continued a steady, long-term decline. According to MLS, detached residences in Escambia County experienced a decline of approximately 7.5% +/- from the previous year. Sales prices are down approximately 17.5% from three years previous.

The National Association of Realtors also report that single family housing permits had grown 42.8% over the past twelve years, as of September 2010. This rise in housing permits implies stabilization in local supply. However, any rebound in home prices is expected to be a very slow process with any appreciation in the next few years expected to be minimal.

DEVELOPMENT LAND

According to the PWC (formerly Korpacz) Real Estate Investor Survey for quarter 4 2010, "Due to a lack of sufficient data, specific key indicators are excluded for this market this quarter." This survey also reports, with respect to Development Land, "it will not get any cheaper than it is now, but prepare to wait a long time for the right development opportunity. This lack of certainty from one of the most relied upon investor surveys implies a higher level of risk for investors purchasing vacant land. As a basic principal of economics, this higher level of risk has a downward effect on property values.

GOVERNMENT

Escambia County

Escambia County is governed by a board of county commissioners and is divided into five districts. One county commissioner is elected from each district to serve a four-year term. Commissioners are chosen in partisan elections by voters from the districts in which they live. The board appoints a county administrator to be chief administrative officer of the county, responsible to the commission for the orderly operations of matters within the board's jurisdiction.

The Office of Public Information and Communications is the information hub for the Escambia County Board of County Commissioners, county administration and its bureaus. Their mission is to enhance the relationship between Escambia County government, its citizens and the media through public relations, media relations and customer service.

Escambia County is comprised of the following six bureaus: Corrections, Development Services, Management and Budget Services, Neighborhood and Community Services, Public Safety, and Public Works.

The Corrections Bureau is comprised of three divisions: Community Corrections, Environmental Enforcement and Animal Control, and the Road Prison.

The Development Services bureau consists of a group of professional and certified planners who, along with support staff, help administer the Escambia County Comprehensive Plan and Land Development Code. This Bureau is comprised of the following divisions: Building



Inspection Division, Environmental Services, Geographic Information Systems, Planning and Development, and Projects and Contracts. These departments are helpful in deciphering and enforcing land use regulations and building codes.

The Management & Budget Services Bureau is responsible for the primary internal and administrative functions of Escambia County government.

Neighborhood and Community Services is the largest of the county's bureaus, and it provides a diverse array of vital programs to the community. These programs include Community Affairs, Escambia Extension, Neighborhood Redevelopment, and Solid Waste Management.

The mission of the Public Safety Bureau is to mitigate emergency situations and teach residents how is to prepare their families, homes and businesses for disaster.

The Public Works Bureau is charged with the conservation and preservation of Escambia County's infrastructure, including Parks/Marine Maintenance, DCAT, Engineering, Fleet Maintenance, Facilities Management, Roads Division, and Mosquito Control staff.

The United States District Court for the Northern District of Florida is located in Pensacola.

Santa Rosa County

A board of commissioners governs Santa Rosa County. The commissioners are elected by specified districts. The commission in turn appoints a county manager who oversees the day to day operations of the respective governments.

The county operates separate planning and zoning department and building inspection department. These departments are helpful in deciphering and enforcing land use regulations and building codes.

Santa Rosa County Sheriff department and fire department offer adequate protection for the area. The fire department is staffed with volunteers and paid employees by municipality within the county.

The Gulf Power Company, a subsidiary of Southern Company, serves Northwest Florida with three modern electricity generating stations. The Bell South Telephone Company provides telephone service for Pensacola. The Escambia County Utilities Authority (ECUA) supplies water to most residents of the county and provides solid waste, recycling, and yard trashcollection to residential properties within the unincorporated area of the county. Natural Gas services are available through Energy Services of Pensacola.

The Department of Transportation cares for all interstates and highways throughout the area. The City of Pensacola operates the Port of Pensacola which can accommodate ocean going vessels with drifts up to 33 feet. The Pensacola Regional Airport is a commercial airport served by American Airlines, ComAir, Continental Airlines, Delta Airlines, Northwest AirlinK, and US Airways. Southwest Airlines are currently in negotiations regarding their possible future expansion to The Pensacola Regional Airport.



The state of Florida has no personal income tax. There is no sales tax on food, medicine, packaging, boiler fuels, and inventories. The majority of Florida tax revenue comes from sales tax on retail sales, rentals, and transient living accommodations. Additionally, there is a corporate state income tax of 5.5%.

SUMMARY

Pensacola remains to be the largest metropolitan area in the Northwest Florida with a strong dependence on a military presence. Escambia County, along with the surrounding region, is in an expanding stage of economic development. The commissioners in the Pensacola area have shown strong will and determination to bring corporations and jobs to the area through the "Florida's Great Northwest" Plan. This region is expected to continue to grow for the foreseeable future.

Interesting information about the area:

- Two Pensacola area beaches made it in the America's top ten beaches - Perdido Key at No. 3 and Eastern Perdido Key at No. 7, according to Dr. Stephen Leatherman of the University of Maryland's Laboratory for Coastal Research
- Pensacola ranked as 4th best place out of 151 cities in the nation for retirees according to the book "Retirement Places Rated" written by David Savageau, published by Prentice-Hall Press
- TripAdvisor and Southern Living call the Pensacola Bay Area one of the nation's "top family-friendly destinations"
- Pensacola is proud to call itself home to the Blue Angels, officially known as the U.S. Navy Flight Demonstration Squadron.
- Pensacola is nicknamed "The City of Five Flags" due to the five governments that have flown flags over it during its history: the flags of Spain, France, Great Britain, the Confederate States of America and the United States.
- University of West Florida named "Best Southeastern College by the *Princeton Review*
- Pensacola MSA ranked 76th, surpassing cities such as Miami, Jacksonville and Orlando in Forbes magazine's May 23 issue listing 150 large metro areas as "Best Places for Business."

Works Cited

Escambia County Chamber of Commerce

HAAS Center for Business Research and Economic Development at UWF

www.eflorida.com

www.STDBonline.com

www.Floridasgreatnorthwest.com

www.uscensus.gov

<http://www.co.escambia.fl.us>

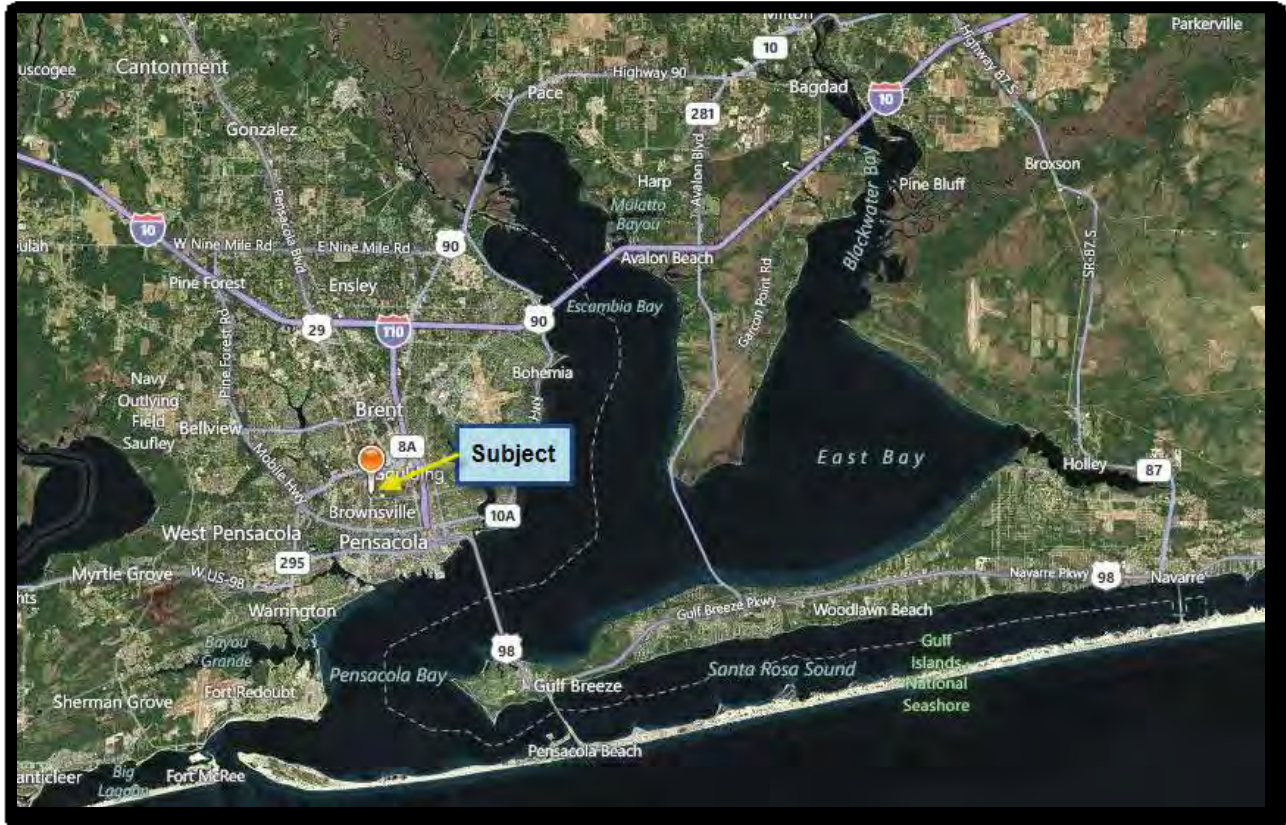
www.freddiemac.com

www.newsweek.com

www.city-data.com



REGIONAL LOCATION MAP



NEIGHBORHOOD ANALYSIS

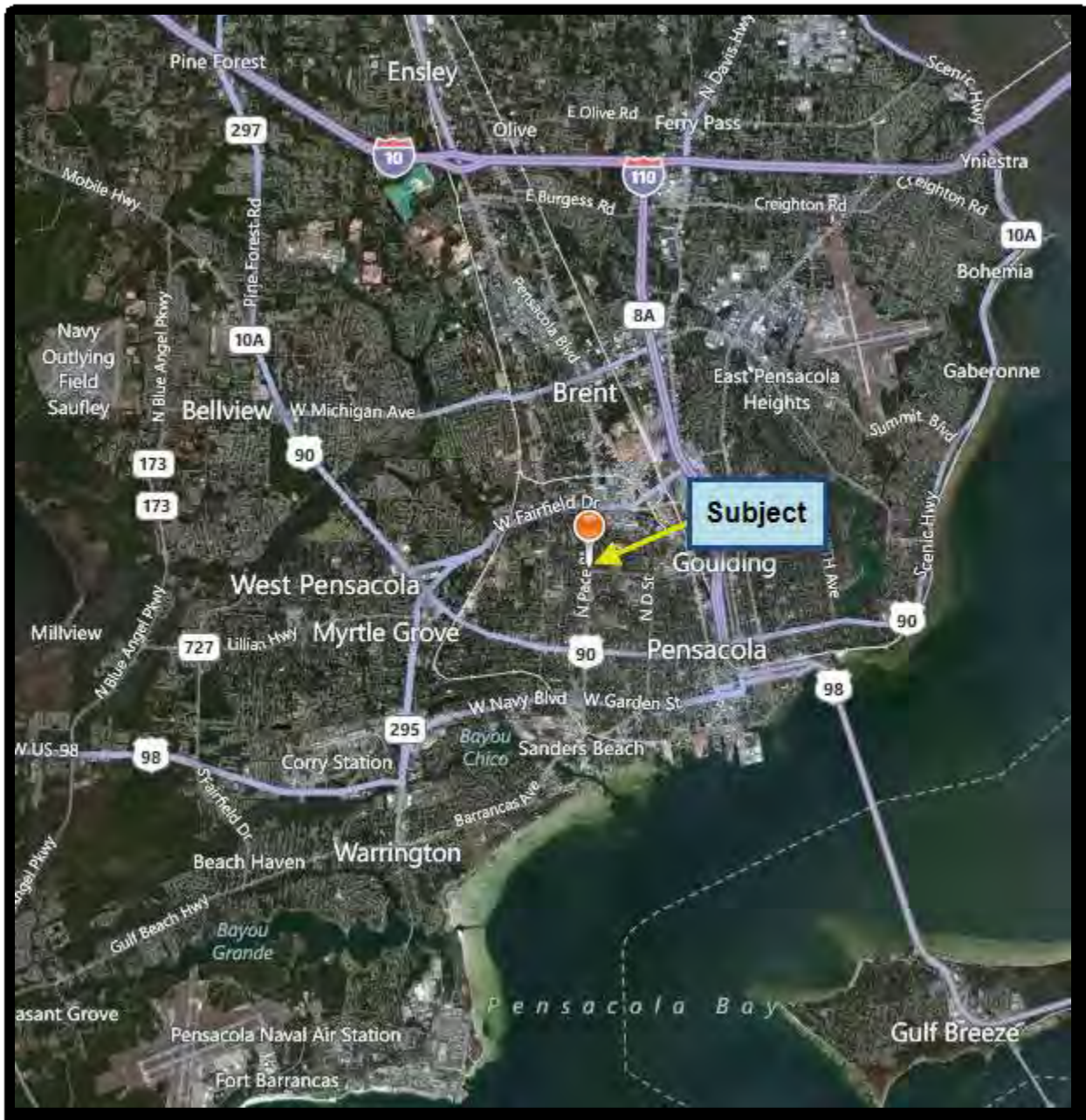
The Neighborhood description is the study of general influences on all property values and particularly the subject property. This analysis is made to determine how the operation of social, economic, government and environmental forces influence the property values in proximity to the subject. The definition of market area (neighborhood) is "a grouping of complementary land uses affected by similar operation of four forces that affect property value."

The subject property is located along the south side of West Jordan Street. North W Street is located to the west, West Fairfield is positioned to the north, Baptist Hospital is situated to the east, and Highway 90/W. Cervantes can be found to the south. Jordan Street is a two lane, two way road with modest speeds of 25 mph +/- . The neighborhood is currently experiencing a declining commercial real estate market and lease market; however, this landscape is typical nationwide. Historical trends suggest the economic climate will eventually improve; however, the timetable and extent of the stabilization is not easily surmised.

This neighborhood is located to the northwest of Pensacola's Central Business District and is characterized by a mixture of neighborhood commercial uses located along the major thoroughfares and residential uses can generally be seen along interior sites. The majority of commercial uses are retail or service oriented with some light industrial. Major neighborhood amenities, such as shopping and educational facilities, are situated nearby. County services are adequate and tax rates appear to be in proportion with other commercial properties in this area.

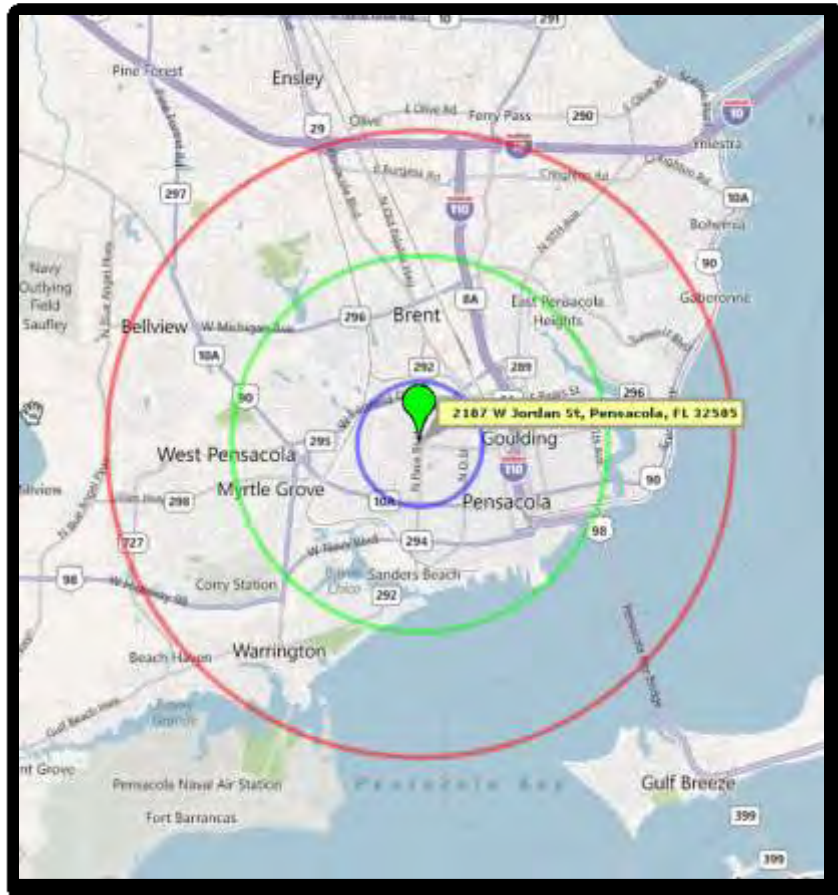


NEIGHBORHOOD LOCATION MAP



SITE TO DO BUSINESS

In the following pages we have included neighborhood information on the subject property taken from an online database at www.STDBOnline.com. This website is dedicated to gathering reports based on radius searches and provided a wide variety of demographic information for the subject property's surrounding area. In the subject property's case we felt a five (5) mile radius would be sufficient. A two page report including has been included on the following pages. We have briefly summarized the information in the following paragraph.



The 2010 population in this selected geography is reported to be 145,144. The 2000 census revealed a population of 144,462 representing a .05% annual compounded growth rate. It is estimated that the population in this area will be 144,686 in 2015 representing a compound annual growth rate of .06% from 2010. Currently, the median household income in this selected geography is reported to be \$38,028 compared to the US median which is reported to be \$54,442. The Census revealed a median household income of \$30,497 in 2000. It is estimated that the median household income in this area will be \$44,905 in five years. With median household income values up and expected to continue upward, the market appears to be in a growth position. It was also noted that the Median home value in this area is \$95,510, compared to the median home value of \$157,913 for the US. The five year compounded annual growth rate for median home values is projected to be 3.07% annually, resulting in an estimated 2015 median home value of \$111,073.





2107 W Jordan St, Pensacola, FL

Executive Summary

Prepared by G. Green

Latitude: 30.434034

Longitude: -87.240641

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
2010 Population			
Total Population	10,180	72,771	145,144
Male Population	51.6%	47.5%	47.9%
Female Population	48.4%	52.6%	52.1%
Median Age	37.4	35.2	36.4
2010 Income			
Median HH Income	\$21,417	\$21,490	\$38,028
Per Capita Income	\$13,937	\$17,531	\$19,991
Average HH Income	\$32,270	\$42,302	\$48,100
2010 Households			
Total Households	3,443	27,812	57,474
Average Household Size	2.44	2.40	2.39
2010 Housing			
Owner Occupied Housing Units	42.7%	48.8%	52.2%
Renter Occupied Housing Units	40.7%	33.8%	32.8%
Vacant Housing Units	16.6%	17.3%	15.2%
Population			
1990 Population	10,105	75,107	146,263
2000 Population	10,282	73,178	144,462
2010 Population	10,180	72,771	145,144
2015 Population	10,063	72,275	144,688
1990-2000 Annual Rate	0.17%	-0.28%	-0.12%
2000-2010 Annual Rate	-0.12%	-0.05%	0.05%
2010-2015 Annual Rate	-0.19%	-0.14%	-0.08%

In the identified market area, the current year population is 145,144. In 2000, the Census count in the market area was 144,462. The rate of change since 2000 was 0.05 percent annually. The five-year projection for the population in the market area is 144,688 representing a change of -0.06 percent annually from 2010 to 2015. Currently, the population is 47.9 percent male and 52.1 percent female.

Households			
1990 Households	3,646	25,436	55,810
2000 Households	3,478	27,758	56,740
2010 Households	3,443	27,812	57,474
2015 Households	3,410	27,671	57,402
1990-2000 Annual Rate	-0.48%	-0.24%	0.17%
2000-2010 Annual Rate	-0.09%	0.02%	0.13%
2010-2015 Annual Rate	-0.19%	-0.1%	-0.03%

The household count in this market area has changed from 56,740 in 2000 to 57,474 in the current year, a change of 0.13 percent annually. The five-year projection of households is 57,402, a change of -0.03 percent annually from the current year total. Average household size is currently 2.35, compared to 2.40 in the year 2000. The number of families in the current year is 35,292 in the market area.

Housing

Currently, 52.2 percent of the 67,778 housing units in the market area are owner occupied, 32.8 percent renter occupied, and 15.2 percent are vacant. In 2000, there were 63,078 housing units - 55.9 percent owner occupied, 34.1 percent renter occupied and 10.0 percent vacant. The rate of change in housing units since 2000 is 0.7 percent. Median home value in the market area is \$95,510, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 3.07 percent annually to \$111,073. From 2000 to the current year, median home value changed by 3.13 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, Econ forecasts for 2010 and 2015. Econ converted 1990 Census data into 2000 geography.





2107 W Jordan St, Pensacola, FL 32504

Executive Summary

Prepared by G. Green

Latitude: 30.434634
Longitude: -87.240641

Ring: 1, 3, 5 Miles

	1 mile radius	3 mile radius	5 mile radius
Median Household Income			
1990 Median HH Income	\$12,368	\$17,845	\$22,163
2000 Median HH Income	\$17,545	\$25,105	\$30,487
2010 Median HH Income	\$21,417	\$31,490	\$38,026
2015 Median HH Income	\$24,537	\$37,032	\$44,905
1990-2000 Annual Rate	3.66%	3.47%	3.23%
2000-2010 Annual Rate	1.96%	2.24%	2.16%
2010-2015 Annual Rate	2.76%	3.3%	3.28%
Per Capita Income			
1990 Per Capita Income	\$6,968	\$9,716	\$11,412
2000 Per Capita Income	\$10,170	\$13,989	\$16,971
2010 Per Capita Income	\$13,937	\$17,531	\$19,991
2015 Per Capita Income	\$16,598	\$19,526	\$22,129
1990-2000 Annual Rate	3.67%	3.72%	4.06%
2000-2010 Annual Rate	3.12%	2.22%	1.61%
2010-2015 Annual Rate	2.25%	2.16%	2.08%
Average Household Income			
1990 Average Household Income	\$17,189	\$24,681	\$28,996
2000 Average Household Income	\$26,005	\$35,417	\$41,332
2010 Average HH Income	\$32,270	\$42,302	\$48,100
2015 Average HH Income	\$36,804	\$46,932	\$53,054
1990-2000 Annual Rate	4.22%	3.66%	3.61%
2000-2010 Annual Rate	2.33%	1.75%	1.46%
2010-2015 Annual Rate	2.1%	2.1%	1.96%

Households by Income

Current median household income is \$38,026 in the market area, compared to \$34,442 for all U.S. households. Median household income is projected to be \$44,905 in five years. In 2000, median household income was \$30,487, compared to \$22,163 in 1990.

Current average household income is \$48,100 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$53,054 in five years. In 2000, average household income was \$41,332, compared to \$26,936 in 1990.

Current per capita income is \$19,991 in the market area, compared to the U.S. per capita income of \$26,739. The per capita income is projected to be \$22,129 in five years. In 2000, the per capita income was \$16,971, compared to \$11,412 in 1990.

Population by Employment

Total Businesses	683	4,642	7,378
Total Employees	15,212	57,861	93,100

Currently, 86.4 percent of the civilian labor force in the identified market area is employed and 13.6 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 89.3 percent of the civilian labor force, and unemployment will be 10.7 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 59.2 percent of the population aged 16 years or older in the market area participated in the labor force, and 2.6 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 56.4 percent in white collar jobs (compared to 51.5 percent of U.S. employment)
- 23.3 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 20.3 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 75.1 percent of the market area population drove alone to work, and 2.3 percent worked at home. The average travel time to work in 2000 was 21.2 minutes in the market area, compared to the U.S. average of 25.6 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 16.8 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 30.6 percent were high school graduates only (29.6 percent in the U.S.)
- 8.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 13.8 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 7.7 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Source: U.S. Bureau of Economic Analysis, 2000 Census of Population and Housing, and American Community Survey 2010 and 2015 (5m unincorporated SMSA Census data and 2000 geographic).



PARCEL MAP PER ESCAMBIA COUNTY



Parcel 172S30-1200-001-028

AERIAL MAP PER ESCAMBIA COUNTY



Parcel 172S30-1200-001-028



SITE DESCRIPTION

Parcel Address:

2107 W. Jordan Street, Pensacola, Florida, 32505, Escambia County.

Dimensions and Area:

The subject property is comprised of two parcels, being contiguous. Parcel #172S301200001028 measures 155' x 280' and has a total area of .98 acres +/- . These dimensions are taken from the Escambia County Property Appraiser's website. A visual representation is presented below for the reader's review.



Parcel 172S30-1200-001-028

Easements:

No information was provided to our office regarding the presence of any easement that may affect the value in any way. If this assumption is found to be inaccurate, this appraisal analysis and all value indications arrived at herein, may be considered invalid and subject to a review by the appraiser signing this report.

Topography:

The subject property is more or less at street grade and average for the area.



Soils:

The soils contained within the subject parcel have been identified as...

32—Troup sand, 0 to 5 percent slopes

This very deep, somewhat excessively drained soil is on nearly level summits and gently sloping shoulder slopes of ridges in the central and northern parts of the county. Slopes generally are long and smooth. Individual areas are irregular in shape. They range from 15 to about 600 acres in size.

Typically, the surface layer is dark grayish brown sand about 5 inches thick. The subsurface layer extends to a depth of 58 inches. It is yellowish brown sand in the upper part, strong brown sand in the middle part, and yellowish red loamy sand in the lower part. The subsoil to a depth of 80 inches is red sandy loam and sandy clay loam.

Utilities:

Gulf Power provides the electricity. ECUA furnishes water and sewer for the subject property.

Street Improvements:

W Jordan Street is a two lane, asphalt paved road that is situated west of North Pace Boulevard.

Location in Block:

2107 W. Jordan Street, Pensacola, Florida, 32505, Escambia County has a total of 155+/- feet.

Relationship Surroundings:

The site is typical for the area and includes primarily commercial properties. Residential dwellings are located in the more interior sites.

Environmental:

We are not aware of any environmental contamination evident to this property with no visible sources noted upon inspection. However, we are not experts in this matter and a qualified professional should evaluate this land prior to the reliance of this report.

Ingress/Egress (Access):

Access to 2107 W. Jordan Street, Pensacola, Florida, 32505, Escambia County via W Jordan or W Hernandez Street. There is not a delineated turn lane for use from either direction, and one does not appear to be needed, based on the minimal traffic flow.



Traffic Counts:

According to the Florida Department of Transportation and the 2010 daily traffic report <http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html> there is not a traffic counter in the immediate area of the subject.



2107 W. Jordan Street, Pensacola, Florida, 32505

The traffic counter on the east side of North Pace Boulevard on W. Jordan Street indicates 5,600 +/- AADT.



SUBJECT PHOTOS



Front/ South Elevation



Rear/ North Elevation





Offices/Retail Space



Stock Room





Warehouse: 24' ceilings



Warehouse: Two Roll Up Doors



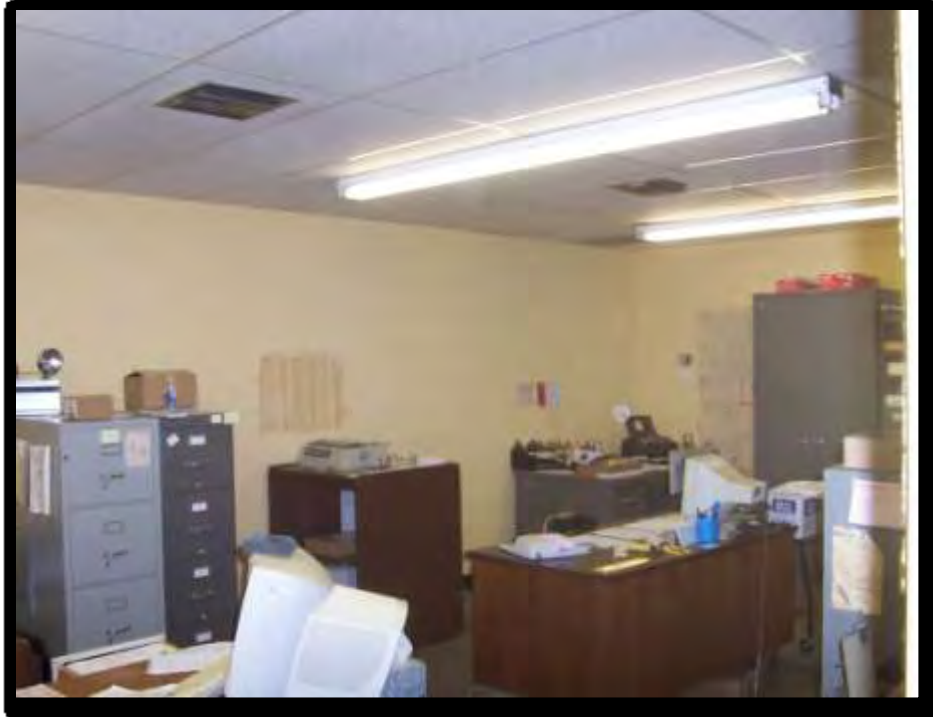


View of Mezzanine from ground floor

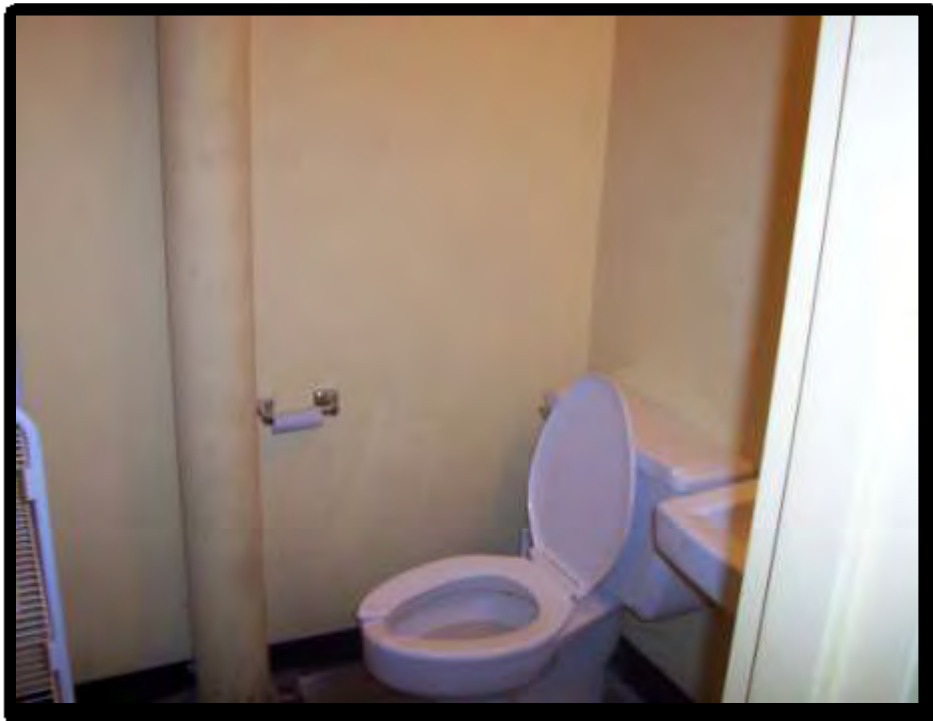


Mezzanine: 12' ceilings





Office Space adjacent to Stock Room

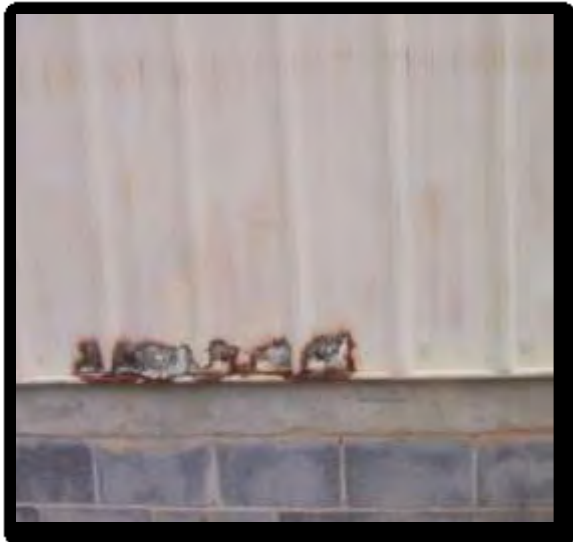


Typical Restroom





Intersection of N Pace Blvd. and W. Jordan Street



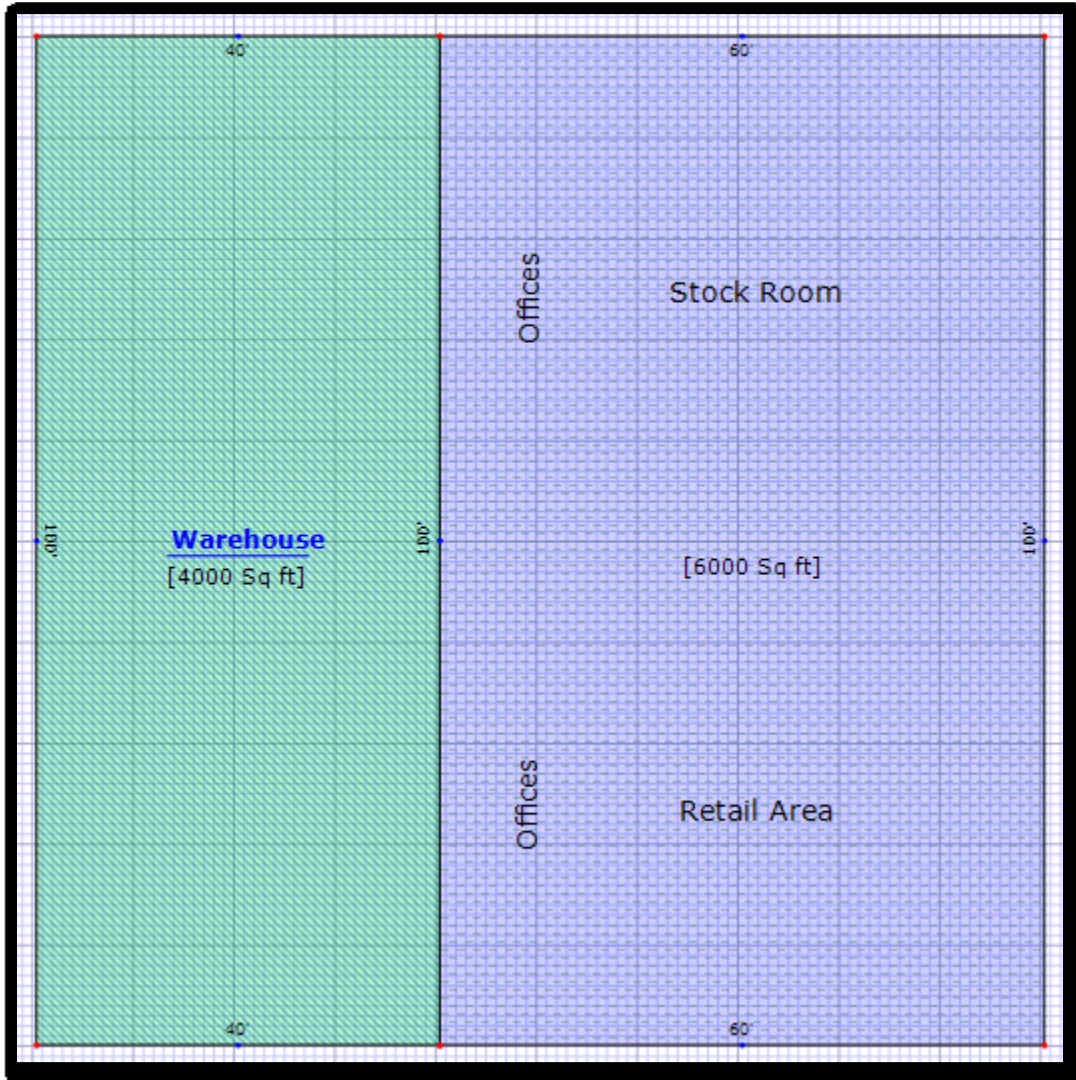
Deferred Maintenance



Improvements:

A 10,000+/- SF office/warehouse building located at 2107 W. Jordan Street Pensacola, Florida, Escambia County, 32505.

BUILDING SKETCH



Improvements cont.:

The subject property was built in 1977. It appears to be modestly maintained since its vacancy in October 2010. Therefore, the effective age is estimated at 25 years. The building was erected on a built up concrete slab and constructed with modular metal. The office areas feature acoustical ceiling tiles, exposed fluorescent lighting, concrete flooring, and central heat and air. There are four bathrooms and three different areas devoted to office space. The heated and cooled retail and office space accounts for around 60% of the total base building size.

The warehouse space has exposed steel trusses, 24' eave heights, fluorescent lighting, and visible vinyl backed, batt insulation. A spacious mezzanine (6,000) is also utilized for storage and an additional heated and cooled office. The property currently does not have air conditioning compressors installed; and, it is an extraordinary assumption that the compressors currently stored in the warehouse are sufficient to heat and cool areas that are ventilated. There are also two dock height loading docks and two corresponding 12 '+/- overhead doors.

Parking is adequate for the utility of the property. There is also almost half an acre on the north side of the property (facing Jordan Street) that is completely undeveloped, which could be used for outside storage.

The subject property is impacted by deferred maintenance such as the building is in need of exterior painting, rust at the building's edges, broken gutters, unknown condition of roof itself, etc.



HIGHEST & BEST USE

Overview

Highest and Best Use is defined in the 12th edition of the Appraisal of Real Estate (Appraisal Institute, Chicago, 2001) as follows:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value."

As evident by its definition, Highest and Best Use is a multiple step process that investigates the optimum use of a property by a variety of criteria. These factors have been considered in the following analysis.

As Vacant

Physically Possible Uses

2107 W. Jordan Street, Pensacola, Florida, 32505

Parcel is .98 +/- acres or 42,688SF per the Escambia County Property Appraiser's website. This property has adequate access and fair visibility with 155 +/- feet of frontage along W. Jordan Street. The overall size and shape of the subject property does not present any significant limitation to its current use.

Legally Permissible Uses

The subject property is zoned C-2, General Commercial District per Escambia County. The immediate neighborhood is dominated by commercial and industrial businesses, with residential properties in the more interior surrounding areas. The future designation of the comprehensive plan indicates future commercial use.

Financially Feasible Uses

The test for financial feasibility as improved addresses what the market demands for properties similar to the subject property in its immediate area. Escambia County is going through a period of development expansion in the more outlying areas of the county, as the more core area of Pensacola has been built out. However, the current slow real estate and lease market is affecting areas such as the subject property. There is hope that the market will recover over the next few years, but currently extended marketing and exposure times are anticipated. The subject property is located near a built up section of North Pace Boulevard. This roadway is a busy commercial and retail commercial thoroughfare where there are steady traffic counts in the 15,000 AADT range. Due to the location of the subject parcel, the best utilization would be to maximize the current commercial zoning.

Maximally Productive Use

The key to maximally productive utilization is to balance the legally allowable use with the level of demand for the most marketable use. The subject property is located in an area where there are many industrial and retail properties in close proximity that offer competitive rental and resale rates. Due to the fact that the property is located in an area where the majority of other surrounding properties are zoned commercial and achieving varying levels of success, a continued commercial utilization is the best use for the subject property.



The following is a list of allowable uses under the subject property’s C-2, General Commercial District per Escambia County and the below grid is an illustration of the potential uses for the subject property and the supporting reasoning for that conclusion.

Potential Use C-2	Likelihood	Reasoning
Retail	Unlikely	Not Maximally Productive
Personal services establishments	Unlikely	Not Maximally Productive
Restaurants	Unlikely	Not Maximally Productive
Auto repair and service stations	Unlikely	Not Maximally Productive
Hotels and motels	Unlikely	Inadequate site area
Grocery, produce	Unlikely	Not Maximally Productive
Distribution Warehousing	Likely	Suitable use
Hospitals	Unlikely	Inadequate site area
Funeral Homes	Unlikely	Not Maximally Productive
Animal hospitals	Unlikely	Not Maximally Productive
Indoor Movie Theaters	Unlikely	Not Maximally Productive
Offices, professional services	Unlikely	Not Maximally Productive
Manufacturing, fabrication and assembly	Likely	Suitable use

There are a number of potential uses for the subject property site. The most logical use of the subject property is for commercial purposes, generally in the services sector, due to limited exposure necessary for higher use intensities.

As Improved

The office/warehouse building is a positive utilization for the subject site. At a time when the market has recovered, more of a demand will be created for properties of this type, but the property still meets the criteria for Highest & Best Use as established above, with the exception of typical accrued depreciation.



VALUATION METHODOLOGY

The Sales Comparison Approach is an estimation of the property value by comparison with recent sales of similar or competitive properties extracted from the subject's market. The "market," rather than being the immediate proximity to the subject, is considered that area, local, regional or even national that would be considered by a prospective buyer of the subject property.

The Income approach first estimates an economic income for the subject. This analysis is made even if the property is owner occupied. From the gross potential income there is first deducted allowance for vacancy and collection loss with further deductions then made for the expenses applicable to like properties. This net operating income is then capitalized into an indication of value through the use of an appropriate capitalization rate.

These approaches do not make value. They are tools in the hands of the appraiser who must carefully weigh each value indication, give appropriate weight to the different approaches and reconcile their values into a final opinion of value conclusion.

The cost approach is not a credible approach due to the age of the structure being over ten years old and the difficulty in estimating the correct amount of physical depreciation for the subject property.



DIRECT SALES COMPARISON APPROACH

This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions and current listings. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

- a) The degree of comparability of each property with the property being appraised,
- b) The time of sale,
- c) The verification of sales data,
- d) The absence of unusual conditions affecting the sale.

A search has been made to develop sales information on properties comparable to the subject. The following is a discussion of those sales, using a physical price per square foot (\$/SF) method of comparison. Our research and analysis revealed three comparable improved sales for the construction type composed in the subject property. Supporting documentation on these comparable sales is contained within the appraiser's files. These sales are representative of similar usage structures located in the subject's marketing area.

Typically, the appraiser reduces the comparable sale to a unit of comparison or units of comparison. These may be physical, such as dollars per square feet of area, or they may be economic, such as gross income multiples. These units of comparison yield a pattern by which the appraiser can convert the subject property's similar unit to a value indication by the market approach.



IMPROVED COMPARABLE SALE NO. 1



Property Identification

Property Type Office/Warehouse Building
Address 8653 Pensacola Blvd., Pensacola, Florida, Escambia County

Location

Parcel Address 11-1S-30-1901-003-019

Sales Data

Grantor Synovus Bank et al
Grantee Bryant and Nancy Reisenburg
Sale Date August 31, 2010
Deed Book/Page 6630/1942
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Not available
Sales History (5yrs) One in past 5 years
Instrument Warranty Deed
Verification Public records, MLS #381403, verified with listing agent, John Griffing with NAI Halford, 850.450.5126, on 7.14.11

Sale Price \$462,500

Land Data

Zoning C-2, General Commercial District per Escambia County
Topography Level, at street grade
Utilities All Present
Shape Irregular
Flood Info Zone X



Future Land Use Industrial
Highest/Best Use Industrial

Land Size Information

Gross Land Size 1.02 +/- acres, 44,431 SF
Front Footage 182 feet along Pensacola Blvd.
225 feet along W Barber Street
Traffic Count 40,000 AADT

General Physical Data

Building Type Repair Service
Improvements 8,000 +/- SF
Construction Type Pre-Engineered Metal
Roof Type Metal Shingle
Foundation Concrete
Electrical Typical
HVAC Central Air in finished areas
Stories One
Year Built 1978
Condition Average
Parking Adequate
Tenants One
Office/Warehouse Ratio 31%
Building to Land Ratio 18%

Indicators

Sales Price/Gross SF \$57.81/SF

Comments

This property has been well maintained per the listing agent and includes warehouse, office and showroom space. The showroom area measures 2,130 +/- SF, the warehouse area measures 5,510 +/- SF and the office area measures 360 +/- SF per the Escambia County Property Appraiser's website. Overall the finished area measures 31% of the total area. Three other "lenders" were grantors of this parcel. John Griffing indicated that the sales price of this property was reduced to gain Mr. Reisenburg's banking relationship. Given this detail, John thought the sales price was below market value.



IMPROVED COMPARABLE SALE NO. 2



Property Identification

Property Type Office/Warehouse Property
Address 2984 Gulf Breeze Parkway, Gulf Breeze, FL 32563,
Santa Rosa County

Location

Parcel Address 30-25-28-0000-00413-0000

Sales Data

Grantor Sei Ito
Grantee John F. Phelps
Sale Date 8/25/09
Deed Book/Page 2925/53
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) One in past 5 years
Instrument Warranty Deed
Verification Public records, REARS, MLS#359294, several attempts to contact the listing agent, David Harrison, 850.449.1119 on 7/13/11

Sale Price \$445,000

Land Data

Zoning HCD, Highway Commercial District per Santa Rosa County
Topography Level, at street grade
Utilities All Present



Dimensions	Irregular
Shape	Irregular
Landscaping	Natural
Flood Info	Zone X
FutureLand Use	Commercial
Highest/Best Use	Improved Commercial

Land Size Information

Gross Land Size	0.92 +/- acres or 40,075 SF
Front Footage	100' +/- along Gulf Breeze Parkway
Traffic Count	49,000 AADT

General Physical Data

Building Type	Single-Tenant
Improvements	9,375 +/- SF, per County Records
Construction Type	Metal
Roof Type	Metal
Foundation	Concrete
Electrical	Typical
HVAC	Central Air
Stories	One
Year Built	1996
Condition	Average
Parking	Adequate
Tenants	Owner-Occupied
Office/Warehouse Ratio	20%
Building to Land Ratio	23%

Indicators

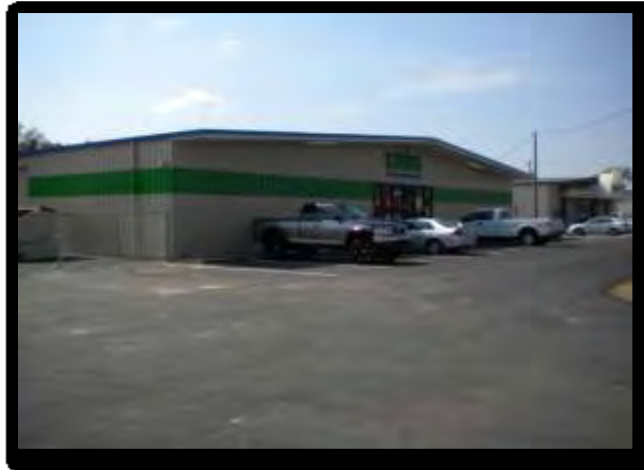
Sales Price/Gross SF	\$47.47/SF
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Comments

This is the sale of "Ito's Gym" in Gulf Breeze, FL. The property is 100% heated and cooled and has been utilized for several years for Karate/Gymnastics training use. According to MLS#359294, this property was originally listed 2/08 for \$1,150,000 and withdrawn 10/08. The property was listed again through a different office 10/08 for \$795,000. This listing was reduced twice in 2009 before selling at \$445,000. This property exhibits an office/finished warehouse ratio of approximately 20%. Per county records, the office space is 1,950 SF in size.



IMPROVED COMPARABLE SALE NO. 3



Property Identification

Property Type Office/Warehouse Building
Address 3611 Palafox Street, Pensacola, FL,
Escambia County

Location

Parcel Address 05-2S-30-1001-003-026

Sales Data

Grantor HL Davis Co, Inc.
Grantee Ewing Irrigation Products, Inc.
Sale Date September 16, 2010
Deed Book/Page 6636/356
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Not available
Sales History (5yrs) One in past 5 years
Instrument Warranty Deed
Verification Verified through Penny Nichols Wilson of Keller
Williams Realty, 850.982.7204 on 7/13/11
Sale Price \$410,000

Land Data

Zoning ID-2; Industrial
Topography Level, at street grade
Utilities All Present
Dimensions Irregular
Shape Square
Landscaping Mostly Paved
Flood Info Zone X
Future Land Use Industrial



Highest/Best Use	Industrial
<u>Land Size Information</u>	
Gross Land Size	0.97 +/- acres, 42,253 SF
Front Footage	200 +/- feet along Palafox Street
Traffic Count	12,000 AADT
<u>General Physical Data</u>	
Building Type	Single Tenant
Improvements	10,000 +/- SF
Construction Type	Pre-Engineered Metal
Roof Type	Metal Shingle
Foundation	Concrete
Electrical	120/240v, 3 Phase
HVAC	Central Air in finished areas
Stories	One
Year Built	1993
Condition	Average
Parking	Adequate
Tenants	One
Office/Warehouse Ratio	11%
Building to Land Ratio	24%
<u>Indicators</u>	
Sales Price/Gross SF	\$41.00/SF

Comments

This property located along Palafox Street in an industrial district of Pensacola. This property has approximately 1,091 SF of heated/cooled showroom space. The remaining portion is warehouse space.



COMPARABLE SALES MAP



SALES COMPARISON GRID							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	W. Jordan St.	8653 Pensacola Blvd.		2984 Gulf Breeze Pkwy		3611 Palafox Street	
Community	Pensacola	Pensacola		Gulf Breeze		Pensacola	
County	Escambia	Escambia		Santa Rosa		Escambia	
Proximity to Subject	N/A	5.64 miles NW		9.63 miles SE		.79 miles E	
Sales Price	N/A	\$462,500		\$445,000		\$410,000	
Square Feet		8,000		9,375		10,516	
Sales Price/ AC	N/A	\$57.81		\$47.47		\$38.99	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjusted Price/SF		0%	\$57.81	0%	\$47.47	0%	\$38.99
Financing							
Adjusted Price/SF		0%	\$57.81	0%	\$47.47	0%	\$38.99
Conditions of Sale							
Adjusted Price/SF		0%	\$57.81	0%	\$47.47	0%	\$38.99
Time/Market Adjustment	12-Oct-11	Aug-10		Aug-09		Sep-10	
Adjusted Price/SF		-1%	\$57.23	-15%	\$40.35	-1%	\$38.60
Total Adjusted Price/SF		\$57.23		\$40.35		\$38.60	
ADDITIONAL ADJUSTMENTS							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	W. Jordan St.	8653 Pensacola Blvd.		2984 Gulf Breeze Pkwy		3611 Palafox Street	
Total Adj. Sale Price/SF	N/A	\$57.23		\$40.35		\$38.60	
Location	Jordan St.	Pens Blvd.	-25%	GB Pkwy	-35%	Palafox	-20%
Design & Quality	Average	Similar	0%	Similar	0%	Similar	0%
Eff Age/Cond	E25/ Avg.	E15/ Avg.	-15%	E8/ Avg	-20%	E10/ Avg.	-20%
Building to Land Ratio (%)	23%	18%	-5%	23%	0%	24%	0%
GBA	10,000	8,000	5%	9,375	0%	10,516	0%
Zoning	C-2	C-2	0%	HCD	0%	ID-2	0%
Finished Area	60%	31%	10%	20%	15%	11%	20%
Functional Utility	Average	Similar	0%	Similar	0%	Similar	0%
Total Net % Adj		-30%		-40%		-20%	
Total Adj Value/sf		\$40.06		\$24.21		\$30.88	
Total Gross % Adj.		61%		85%		61%	



Analysis and Adjustment of Sales:

The adjustment process is typically applied through either quantitative or qualitative analysis. Quantitative adjustments are often developed as dollar or percentage amounts, while qualitative adjustments are simply expressed through relative comparison (i.e. significantly inferior). Quantitative adjustments are most applicable when the quality and quantity of data allows paired sales, cost or statistical analysis. Given the availability of data and imperfect nature of the real estate market, participants most often rely on relative or qualitative comparisons.

Combining the benefits of both qualitative and quantitative analysis, a blended adjustment technique is generally used. This is accomplished through pre-assigning quantitative adjustments for relative comparison. The following chart illustrates the blended adjustment technique.

BLENDED ADJUSTMENTS		
Qualitative Comparisons		Pre-Assigned Quantitative Adjustments
Slight Adj.		5%
Moderate Adj.		10%
Fair Adj.		15%
Significant Adj.		20%
Large Adj.		25% Plus

Market participants can often identify superior and inferior characteristics when comparing properties. Without paired sales or statistical information, applying quantitative adjustments to reflect the differences is often problematic or subjective. For this analysis, the above listed quantitative adjustments reflect the need for slight, moderate, fair, significant, or large adjustments.

Adjustments are based on our rating of each comparable sale in relation to the subject. If the comparable is rated superior to the subject property, the sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is rated inferior, its price is adjusted upward. Adjustments were considered in the elements of comparison discussed below.



Property Rights

To the best of our knowledge, all three comparable sales were of fee simple interest and therefore required no adjustment.

Financing

All three comparable sales were done on a “cash to seller” basis or at financing terms consistent with the current market and therefore required no adjustment.

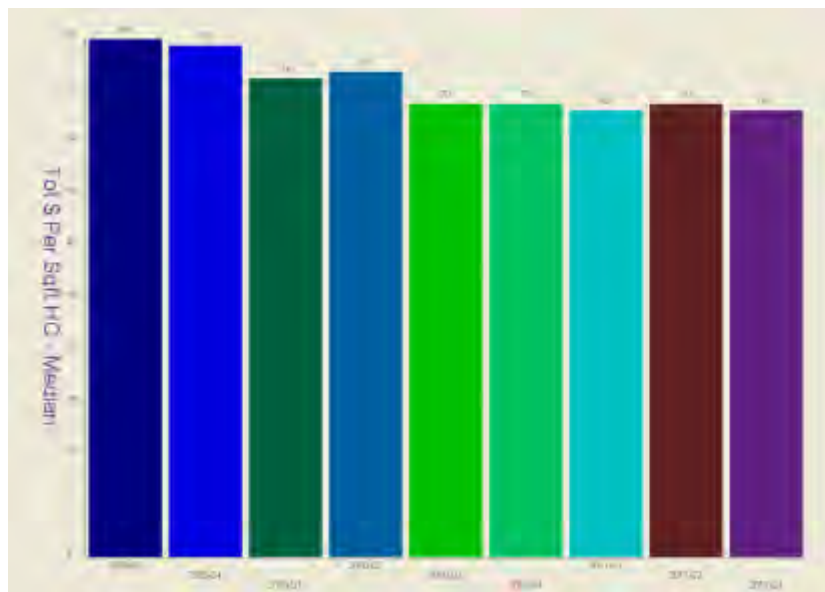
Conditions of Sale

All three sales were found to be “arms length” transactions and therefore required no adjustments.

Time/Market Adjustments

A time/market adjustment is used to reflect the appreciation/depreciation of properties over time and normally is applied to comparable sales data that are a year or more. The adjustments applied are based on a time/market study of commercial properties in the general area that indicate an appreciation rate of a certain percentage per year. There have not been enough resale transactions involving properties similar to the subject in order to derive a reliable rate of appreciation/depreciation to apply to the comparable sales. Therefore, all real property transactions since 3rd quarter 2009 in Escambia County have been researched to derive some type of rate of appreciation/depreciation basis applicable to the subject comparables from a very general standpoint. We derived the adjustments by applying the quarter/year those sales transactions occurred, and subtracted the indicator from the current quarter/year. Then that number is divided by the indicator when the sales transaction occurred. In other words Sale 2 occurred in the 3rd quarter of 2009 with an indicator of 80. Currently the indicator is at 71. Therefore, $80 - 69 = 11$; $11 / 71 = 15\%$, which was applied in our grid. Subsequent to analysis of this graph, Sale 1 from 3rd quarter 2010 was given a -1% adjustment and Sale 3 from the 3rd quarter of 2010 was given a -1% adjustment.

*A graph of the REARS survey has been provided for the reader’s visual review.



Location

Location adjustments area applied for use, in this case commercial use, is quantifiable based on the number of issues such as traffic counts, convenience, parking, etc. All three sales are located in superior areas to the subject property and negative adjustments were applied.

Design and Quality

All three sales were constructed with similar building materials to the subject and no adjustments were necessary.

Effective Age/Condition

All three comparable sales have superior effective age so negative adjustments were applied.

Building/Land Ratio

The existing subject property improvements cover 23% of the subject property's entire land site. The remaining area is a positive factor as the property has the possibility of future build. Sales 2 and three have similar building to land ratios; therefore, no adjustments were applied. Sale 1, however, has a slightly superior building to land ratio so a negative adjustment was applicable.

Gross Building Area

Gross building area adjustments are applied where great anomalies area apparent in the size of the comparable sales. Based on the theory of economies of scale, a larger building, considering all other variables to be equivalent, will sell at a lower unit value than a smaller one. Sale 1 merited a positive gross building adjustment. Sales 2 and 3 did not require an adjustment.

Zoning

Zoning conditions in the allowable use category are important when constructing and evaluating commercial property. All three sales have similar zoning; therefore, no adjustments were applied.

Finished Area

The subject property has 6,000 SF+/- of base area that is heated and cooled office space/display area/stock room. The entire building is 10,000 SF+/- in size; therefore, the finished area represents 60% of the subject improvements. All three sales feature a smaller percentage of finished area; therefore, a positive adjustment was applied.

Functional Utility

This category is utilized to address functional concerns with the properties. The subject and all three comparable sales represent fully functional economic structures that are all well suited to accommodate their respective uses. For this reason, no adjustments were necessary for this category of comparison.

Reconciliation

The range of price per SF values has been narrowed due to the adjustments to reflect a range of unit indications of \$40.06, \$24.21 and \$30.88 per SF. The indicated range in value for the subject property is between \$242,100 and \$400,600 based on our three comparable sales. The mathematical mean of the three values is \$31.72 per SF. All three comparable sales are considered excellent indicators of value for the subject property. We gave the most weight to



comparable Sale 3, as it is the closest to the subject property and considered the most similar. Therefore, our final, relatively weighted indication of value amounts to \$36.99/SF.

The following grid illustrates the relative weighting process applied to arrive at our indicator of value for the subject property.

Relative Weighting of Comparable Sales-Price/SF Basis

Sale	Address	Adj Price/SF	% Applied	Indicator
Sale 1	8653 Pensacola Blvd.	\$40.06	35.0%	\$14.02
Sale 2	2984 Gulf Breeze Pkwy	\$24.21	25.0%	\$6.05
Sale 3	3611 Palafox St.	\$30.88	40.0%	\$12.35
			100%	
Weighted Mean \$/Acre				\$32.43

Final Value Analysis

Site Size(SF)	Reconciled Price/SF	Overall Value
10,000	\$32.43	\$324,300
Rounded to		\$325,000

\$325,000
THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS
VIA THE DIRECT SALES COMPARISON APPROACH



INCOME APPROACH

The income approach to value is generally applicable to income producing properties and not generally practical for properties in which no identified rental market or rental value exists.

This approach utilizes the principle of anticipation, i.e., that the value is the present worth of all future benefits accruing to ownership. These future benefits are generally in the form of income streams for a fixed period of time (lease term or estimated holding period) plus a capital sum at the end of the period or a discounted value of an assumed perpetual income.

The basic steps of the approach are to estimate the economic (fair market) rent of the subject property on a gross rent basis, then deduct an appropriate amount for expenses including an allowance for vacancy and collection losses, fixed expenses such as taxes and insurance, variable expenses such as management, and reserves for replacement of short-lived items such as the roof and floor coverings. The result is the net income to the property.

To convert the net income into a present dollar estimate is called capitalization. The methods are based on inherent assumptions concerning the quality, durability, and pattern of the income stream (or income projection). The result is an indication of market value via the income approach.



ECONOMIC RENT ANALYSIS

IMPROVED WAREHOUSE SPACE:

Comparable Rental 1 – 4005 North Pace Boulevard, Pensacola, FL 32505. This property is warehousing, office, and retail and is **8,400 SF** of which **1,750 SF** is office space. It is currently leased for **\$5.75** per square foot per year on triple net lease terms. This facility is south of Massachusetts Avenue, but north of West Fairfield Drive.

Comparable Rental 2 – 3338 McLemore Drive, Pensacola, FL 32514. This property is **12,500 SF** of warehousing, wholesale, distribution and office of which **1,250 SF** is office space. It is currently leased for **\$5.50** per square foot per year on triple net lease terms. This facility is within Ellyson Industrial Park.

Comparable Rental 3 – 8761 Ely Road, Pensacola, FL 32514. This property is **10,000 SF** of warehousing, distribution and office of which **3,500 SF** is office space. It is currently leased for **\$6.00** per square foot per year on triple net lease terms. This facility is within Ellyson Industrial Park.

Comparable Rental 4 – 3190 Johnson Avenue Pensacola, FL 32514. This property is **15,000 SF** of warehousing, distribution and office of which **1,500 SF** is office space. It is currently leased for **\$5.00** per square foot per year on triple net lease terms. This facility is situated on the outskirts of Ellyson Industrial Park.

Comparable Rental 5 – 500 Heinberg Street, Pensacola, FL 32501. This property is **9,800 SF** of warehousing, distribution and office of which **1,800 SF** is office space. It is currently leased for **\$6.00** per square foot per year on triple net lease terms. This facility is situated north of East Gregory Street and east of North Ninth Avenue.

Comparable Listing 1 – 3840 Hopkins Street, Pensacola, FL 32505. This property is **14,000 SF** of warehouse, distribution, and office of which **2,400 SF** is office space. It is currently leased for **\$4.00** per square foot per year on triple net lease terms. This facility is north of E Fairfield Drive and east of N Palafox Street.

The subject improvements are currently owner occupied.

COMPARABLE LEASE DATA

The rent reconciliation for the subject building is based on market rental comparables of rents in the subject's market area. Market rents for office/warehouse space in this area range from \$4.00 to \$6.00 per square foot, with a mean of \$5.65/SF in triple net lease terms (without consideration of the listing provided) and a mean of \$5.38/SF (with consideration of the listing provided).

ECONOMIC RENT RECONCILIATION

It is our opinion based on the current market and the overall construction of the subject property, its large size, location, etc. that a rate of **\$4.25/SF** is reflective of the subject property's market rent.



SUBJECT INCOME SUMMARY -OFFICE / WAREHOUSE SPACE- CONTRACT RENT

10,000 x \$4.25/SF= \$42,500- Potential Gross Income: Triple Net Terms

VALUE AT STABILIZED OCCUPANCY

Vacancy Rate & Collection Loss:

Due to the subject property's location, level of finish and deferred maintenance, a reasonable vacancy rate of 25% is appropriate for the subject property and will be applied in our analysis.

Potential Gross Income	\$ 42,500
Vacancy & Collection Loss (25%)	<u>\$-10,625</u>
Effective Gross Income	\$ 31,875

EXPENSES:

Management

Property management can be obtained at a ratio of 3% to 10% of effective income. If the property were sold, management would be turned over to a professional agent. The expense is based on actual charges within the marketplace and conversations with numerous property managers. We reconcile at 3% of effective gross income.

Maintenance

The owner would be responsible for maintaining a reserve account to fund replacement of major items such as air conditioners, asphalt pavement, etc. Based on our review of the subject, professional services available in this area are estimated at 3% of effective gross income.

Property Taxes

As previously stated, property taxes for this parcel per the Escambia County Property Appraiser's 2010 are reported at **\$3,128.11**

Insurance

Expenses vary according to age, usage and other factors. Insurance costs have not been provided but are herein estimated to be **\$2,500/yr**, which will be applied to our analysis.

Reserves

A reasonable amount to provide for replacement of short-lived items should run no more than 2% of effective gross income.



**All mathematical equations have been formulated and calculated in an excel spreadsheet. All figures have been rounded to the nearest whole number.*

OPERATING INCOME STATEMENT	
Potential Gross Income Estimate	\$42,500
Less: Vacancy & Collection @ 25%	(\$10,625)
Effective Gross Income	\$31,875
Plus: Reimbursables	
Property Taxes / Less 15% Vacancy	\$2,659
Insurance / Less 15% Vacancy	\$2,125
Maintenance / Less 15% Vacancy	\$813
Subtotal	\$37,472
Less Expenses:	
Management	\$956
Taxes	\$3,128
Insurance	\$2,500
Maintenance	\$956
Reserves	\$638
Total Expenses	\$8,178
Net Operating Income	\$29,294

NET OPERATING INCOME - \$29,294



DIRECT CAPITALIZATION

The ThirdQuarter 2011 Price Waterhouse Coopers'Investor Survey, the National Warehouse Market, currently recognizes overall capitalization rates ranging from 6.00% - 12.00% with an average of 7.45%. In view of the properties competing with the subject and the overall slow real estate market, a more conservative capitalization rate will be applied to the subject property. Therefore, the capitalization rate is reconciled towards the upper-middle of the range or 10.00%, which is felt to be most representative.

Table 25 NATIONAL WAREHOUSE MARKET Third Quarter 2011			
	CURRENT	LAST QUARTER YEAR AGO	
DISCOUNT RATE (IRR)*			
Range	6.80% - 12.50%	6.80% - 12.50%	7.10% - 12.50%
Average	8.54%	8.64%	9.28%
Change (Basis Points)		- 10	- 74
OVERALL CAP RATE (OAR)*			
Range	6.00% - 12.00%	6.00% - 12.00%	6.50% - 12.00%
Average	7.45%	7.49%	8.38%
Change (Basis Points)		- 4	- 93
RESIDUAL CAP RATE			
Range	6.50% - 12.00%	6.50% - 12.00%	7.00% - 12.00%
Average	7.93%	7.98%	8.49%
Change (Basis Points)		- 5	- 56
MARKET RENT CHANGE^b			
Range	(5.00%) - 7.00%	(5.00%) - 3.00%	(10.00%) - 3.00%
Average	1.40%	0.90%	0.02%
Change (Basis Points)		+ 50	+ 138
EXPENSE CHANGE^b			
Range	2.00% - 3.00%	(2.00%) - 3.00%	(2.00%) - 3.00%
Average	2.81%	2.62%	2.57%
Change (Basis Points)		+ 19	+ 24
MARKETING TIME^c			
Range	1.00 - 18.00	2.00 - 18.00	3.00 - 18.00
Average	7.23	7.69	8.88
Change (%)		- 5.98	- 18.58
a. Rate on unleveraged, all-cash transactions b. Initial rate of change c. In months			

Thus:

$$\text{NOI} / \text{CAP RATE} = \text{VALUE}$$

NOI	CAP RATE	VALUE
\$29,294	10%	\$292,940
Rounded to		\$295,000

\$295,000
TWO HUNDRED NINETY FIVE THOUSAND DOLLARS
INCOME APPROACH
OCTOBER 12, 2011



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the methods used, and the strength of the data compiled for each technique, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The two approaches to value provided the following value indications:

Direct Sales Comparison Approach	\$325,000
Income Approach	\$295,000

Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar type properties. These sales were analyzed with a quantitative/qualitative analysis and, after accounting for minor physical differences, a range of value was developed and reconciled, which is consistent with market practice. The direct sales comparison approach is felt to be a good indicator.

Income Approach

The income approach converts anticipated future benefits of property ownership into an estimate of present value. In this analysis, it is determined that the direct capitalization method is applicable. The findings as to revenue (in the form of rent) expected to be produced by the property is extremely well founded. For this reason the income approach is also felt to be a good indicator of value.

Final Value Opinions

The Direct Sales Comparison and Income Approaches to value lent very good support to this indication of value. After reviewing the strengths and weaknesses of the data and methods for the valuation techniques, with equal weight towards both approaches, the final value opinions for the fee simple interest in the appraised property are reconciled to:

\$300,000
THREE HUNDRED THOUSAND DOLLARS
"AS-IS" VALUE
FEE SIMPLE INTEREST
OCTOBER 12, 2011



G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 2. There were not any air compressors installed on the subject property at the time of inspection. It is an extraordinary assumption that the air compressors currently stored in the warehouse are adequate to heat and cool all ventilated areas of the building.*
- 3. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
- 4. The appraisal does not address the personal property within the subject property (i.e. FFEL: Furniture, Fixtures, Equipment or Inventory) in the estimate of value (if any).*
- 5. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

Respectfully Submitted,



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836



ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
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 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 unless otherwise stated in this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental



assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. 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 may not use it for any purpose.
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.



QUALIFICATIONS OF APPRAISER

G. DANIEL GREEN, MAI, SRA

EDUCATIONAL BACKGROUND

Bachelor of Science in Business Administration (BSBA) degree earned - August 25, 1979, University of Florida, Gainesville, Florida. Majored in Real Estate and Urban Land Studies.

Successfully completed Course 101, Introduction to Appraising Real Property, Society of Real Estate Appraisers, University of Florida, June 1978.

Successfully completed Course 102, Applied Residential Property Valuation, Society of Real Estate Appraisers, University of Florida, November 1981.

Successfully completed Course I-A1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-A2, Basic Valuation Procedures, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-BA, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Cocoa, Florida, October, 1984.

Successfully completed Course I-BB, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Austin, Texas, September, 1986.

Successfully completed Course 2-1, Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Athens, Georgia, March, 1987.

Successfully completed "Standards of Professional Practice", American Institute of Real Estate Appraisers, Destin, Florida, July 1987.

Attended "Important Changes in Federal Home Loan Bank Board Appraisal Standards", Mobile, Alabama, April, 1988.

Attended "FNMA Update", San Destin, Florida, November, 1988.

Attended "Professional Practice and the Society of Real Estate Appraisers," Ft. Walton Beach, Florida, May 1989.

Attended "Valuation and Evaluation of Proposed Projects", Ft. Walton Beach, Florida, August 1989.



Successfully completed Course 2-2, Report Writing and Valuation Analysis, American Institute of Real Estate Appraisers, Tallahassee, Florida, August 1989.

Attended "Environmental Hazards, Florida State Standards of Professional Practice", Florida School of Real Estate, Ft. Walton Beach, Florida, September, 1992

Successfully completed "Standards of Professional Practice, Part B", Appraisal Institute, Crestview, Florida, September, 1992.

Successfully completed "Income Property Demonstration Report", Appraisal Institute, October, 1992.

Successfully completed "The Appraiser's Complete Review", Appraisal Institute, February, 1993.

Passed Comprehensive Examination for the MAI designation of The Appraisal Institute, February, 1993.

Received MAI designation, Appraisal Institute, April, 1993

Attended "Practical Approaches To Appraising Troubled Properties", Appraisal Institute, June, 1993.

Attended "Appraisal Regulations of the Federal Banking Agencies", Appraisal Institute, September, 1993.

Attended "Rates, Ratios, and Reasonableness", Appraisal Institute, September 1993.

Attended "Accrued Depreciation", Appraisal Institute, March, 1994.

Attended "USPAP Update Core Law for Appraisers", May, 1994.

Attended "Understanding Limited Appraisals and Reporting Options (General), Appraisal Institute, November, 1994

Attended "Core" Law for Appraisers, Appraisal Institute, February 1995.

Attended "Appraisers in Litigation", David Collins Real Estate Institute, November, 1996.

Attended "Environmental Risk and the R.E. Appraisal Pro", Appraisal Institute, August, 1996.

Attended "Residential Course", Appraisal Institute, May, 1997.

Attended "Standards of Professional Practice, Part A (USPAP), Appraisal Institute, June, 1997.

Attended "Standards of Professional Practice, Part B, Appraisal Institute, June and September, 1997.

Attended "USPAP Update/Florida Law", Appraisal Institute, October, 1998.



Attended "The Good, The Bad, The Board", Appraisal Institute, November, 1999.

Attended "Partial Interest Valuation - Divided", Appraisal Institute, January, 2000.

Passed HUD & FHA Examination, January, 2000.

Attended "Analyzing Operating Expenses", Appraisal Institute, August, 2000.

Attended "USPAP & Law Update", Appraisal Institute, October, 2000.

Attended "Standards, Part. C", Appraisal Institute, January, 2002.

"Real Estate Fraud", Appraisal Institute, November, 2002.

"Florida State Law and USPAP Review for R. E. Appraisers, November, 2002.

Florida Continuing Education for Real Estate Professionals, 2001-2002 Online Course.

Appraisal Institute Online Course, "Valuation of Detrimental Conditions", January 2003.

Attended "Appraisal Review-Single Family Residential." Appraisal Institute, August, 2003.

Florida Continuing Education for Real Estate Professionals and Appraisal Institute, "Working with the Appraiser and Consumer", September 13, 2004.

Florida Continuing Education, "FL State Law for Real Estate Appraisers," November, 2004.

Florida Continuing Education, "400 National USPAP 7-hour update," Appraisal Institute, November 5, 2004.

Florida Continuing Education, "Introduction to Income Capitalization," Appraisal Institute, November, 2004.

Florida Continuing Education, "Feasibility Analysis Market Value and Investment timing: Introducing the Impact of Option Value," Appraisal Institute, September 2005.

Florida Continuing Education, "Rates & Ratios: Making Sense of GIM's, OAR's, and DCF's," Appraisal Institute, September 2005.

Florida Continuing Education, "Florida Law Update," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education, "I400 National USPAP 7-hour Update Course," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education for Real Estate Professionals, 2006 online course, Bert Rodgers Schools.



Appraisal Institute Online Course, "Online Analyzing Operating Expenses," November 20, 2006.

Appraisal Institute Course, "Rates and Ratios," Las Vegas, NV July 16, 2007

Appraisal Institute Course, "The Real Estate Economy - What's in Store for 2008" July 17, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation" December 26, 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation," December, 26 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

McKissock, "Florida Supervisor/Trainee Roles and Relationships," September 23, 2008

McKissock, "Florida Appraisal Laws and Regulations," September 24, 2008

Appraisal Institute Course, "USPAP," November 12, 2008

Florida Continuing Education, "Florida Law/Rules Roles and Responsibilities Site Valuation and Cost Approach," 25-hours Real Estate Education Specialists, August 27, 2009

Appraisal Institute Course, "Analyzing the Effects of Environmental Contamination on Real Property," September 9, 2010

McKissock, "Florida Supervisor / Trainee Roles and Relationships," October 3, 2010

McKissock, "Florida Appraisal Laws and Regulations," October 3, 2010

Appraisal Institute Course, "The Lending World in Crisis - What Clients Need Their Appraisers to Know Today," May 13, 2011



WORK EXPERIENCE

Real Estate Salesman - The House of Real Estate, Incorporated, Gulf Breeze, Florida, 1977.

Real Estate Appraisal - G. Pratt Martin and Associates, Incorporated, Pensacola, Florida, 1978.

Real Estate Appraisal - F. Earle Adkinson and Associates, Incorporated, Pensacola, Florida -Since graduation, August, 1979. Promotion to Vice-President November, 1981.

Real Estate Appraisal - Partner - Presley, Hufford& Green, Realtors, Pensacola, Florida, established June 1, 1982.

Real Estate Appraisal - Secretary/Treasurer and Co-owner - The Hufford-Green Company, Pensacola, Florida, established August 1985.

Real Estate Appraisal - President, Sole owner - G. Daniel Green and Associates, Inc., Gulf Breeze, Florida, established December, 1988.



ASSOCIATION MEMBERSHIPS

SRA designation, Appraisal Institute
MAI designation, Appraisal Institute
FHA approved
1990 Vice President - Chapter 215, Society of Real Estate Appraisers
Chairman, 1996, Standards Review Committee, NW Florida Chapter, Appraisal Institute
President Elect 2010 NW Florida Chapter, Appraisal Institute

PROFESSIONAL AFFILIATIONS

Licensed Real Estate Broker, Florida Real Estate Commission
Member - Pensacola Association of Realtors
Northwest Florida Homebuilders Assoc.
1994-1995 HBA Land Use Committees
1994-1995 HBA Growth Management Committees
1995 Adhoc Committee, Santa Rosa Island Authority, Santa Rosa Island
Ordinances 1996 Chairman, Santa Rosa Island, Commercial Lease Extension
Committee
Pensacola Chamber of Commerce
United States Chamber of Commerce
Florida Chamber of Commerce
Gulf Breeze Chamber of Commerce
Business Leaders
SERTOMA
Escambia County Marine Recreation Committee
2004 ADHOL Committee
Santa Rosa Island Authority: Commercial Lease Extension
Committee
Managing Committee Member Zone Data Systems

Some of the clients that I have had the pleasure to complete appraisal reports for are:

Coastal Bank and Trust	SunTrust Bank
Pen Air Federal Credit Union	SunTrust Mortgage
People's First Community Bank	Hancock Bank
Bank of America	Access Mortgage
First National Bank of Florida	Federal Marshall
1st American Bank	City of Pensacola
Compass Bank	Navy Federal Credit Union
First Union National Bank	Relocation Companies
First South Bank	Wachovia Bank, N.A.
Regions Mortgage	Compass Bank
Regions Bank	Adams Homes of NW FL
Local Attorneys and Private Developers	GMAC Mortgage
Gulf Breeze Chamber of Commerce	United Bank



PROFESSIONAL EXPERIENCE

I entered the field of Real Estate in the summer of 1977. My experience in property marketing initiated interest in the appraisal area. Since 1978, I have devoted my time to the study of real estate appraisal, combined with practical experience. This experience has included proposed and existing appraisals of single and multifamily residences, fast-food restaurants, retail establishments, office buildings, hotels, motels, churches, industrial warehousing, night clubs, acreage, subdivisions developments and specialized properties.

I have been qualified as an expert witness in Federal Court.

I have been qualified as an expert witness in Escambia County Circuit Court.

I have been qualified as an expert witness in Santa Rosa County Circuit Court.

PROFESSIONAL REFERENCES

Regions Realty Services
215 Forrest St.
Hattiesburg, MS 39401
Tom Kennedy
(850)444-1000

Adams Homes
3000 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563
Mr. Wayne Adams, President
(850)934-0470

Coastal Bank and Trust
400 Garden Street
Pensacola, FL 32502
Ms. Jamie Brazell
(850)475-3013

Beach Community Bank
17 SE Eglin Parkway
Ft. Walton Beach, FL 32549
Mr. Tony Hughes, President
(850)244-9900

Summit Bank, NA
P.O. Box 13523
Pensacola, FL 32591
Ms. Patti Clark
(850)433-5350

Gulf Coast Community Bank
40 N. Palafox Street
Pensacola, Florida 32502
Mr. Buzz Ritchie, President
(850)434-9300

First National Bank
1289 Airport Blvd.
Pensacola, FL 32504
Mr. Bill Peiler, Sr. Vice Pres.
(850)479-9601x4145



ADDENDA



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

Public Works Department
3363 West Park Place
Pensacola, Fl 32505
(850) 595-3440
(850) 595-3444
www.myescambia.com

Date: 9/22/2011

Appraiser: G. Daniel Green & Associates, Inc.

Property to be Appraised: 2107 W. Jordan Street

Parcel ID: 172S3012000010278

Date of Market Value: Date of Inspection

Interest to be Appraised: Fee Simple

Report Type: Summary Narrative

Fee (Including all Expenses): \$2,900.00

Escambia County Contact Person: Larry Goodwin/Judy Cntrell

Contact For Property Access: David Galloway Phone: 457-4717 (home); 380-8750 (cell)

Required Completion Date: 10/13/2011 **Report Delivery:** Hard Copy | Electronic

Dear Appraiser:

Escambia County hereby requests your services in providing a Summary Appraisal on the above referenced real estate, including all applicable valuation approaches. Regulations require the appraisal to be signed by the Appraiser to whom the engagement letter is addressed.

The purpose of the appraisal is to estimate the Market Value of the interest in the above-captioned real estate. Regulations and guidelines require an "as is" value consisting of "the current market value of the property in its actual physical condition and subject to the zoning in effect as of the date of the appraisal (a current date of value)."

The intended user/client is Escambia County and/or it's affiliates with an intended use for acquiring the parcel of property for drainage improvements.

Under the Gramm-Leach-Bliley Act, all provided information concerning the subject property and borrower, as well as the opinions and results of the appraisal, are confidential and cannot be distributed/ discussed with any other user/client without prior written approval from Escambia County. You are authorized to commence with the appraisal upon acceptance of this engagement letter and its prompt return to the Bank within the specified time as noted in this letter agreement. The above referenced, agreed upon appraisal fee is a gross fee, inclusive of all expenses, and will be paid as specified in this letter agreement. In order to comply with federal regulations, the appraisal is required to conform to the following minimum standards:

1) Compliance:

- a. The Appraisal must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) and all of the related USPAP Supplemental Standards;
 - i. And the appraisal guidelines and requirements pursuant to FIRREA;
 - ii. And for members of the Appraisal Institute the Code of Professional Ethics and Standards of Professional Appraisal Practice will apply and must be stated in the appraisal summary report.
- b. The Appraiser and this Appraisal must conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for all residential appraisals.



2) Format: Your appraisal(s) must be in writing and contain sufficient information and analysis to support the value. According to the OCC 2006-27 revisions to the USPAP, Scope of Work (SOW) Appraiser must determine an appropriate Scope of Work that should be performed to produce "credible assignment results".

3) Site Inspection: The subject property is to be physically inspected thoroughly both interior and exterior by the appraiser, unless otherwise directed by client in writing.

4) Deductions: The Appraisal must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units;

5) Market Value: Your opinion must be based on market value. "Market Value" as defined by par 323.2 (g) of FDIC Rules and Regulations means 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:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. 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.

6) Certified Appraiser: The Appraisal must be performed and signed by an appraiser certified in the state where the property is located, state certified general appraiser for commercial properties or when applicable for residential properties a state certified residential real estate appraiser.

Deliver to: Escambia County

Please note that neither your engagement to make this appraisal (or any future appraisals for this client) nor any compensation therefore are contingent upon the reporting of a predetermined value, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event. Please show your agreement and understanding of this engagement letter with your signature in the space provided below and return (via U.S. Mail, Facsimile, or attachment to email) at your earliest convenience. Any questions regarding this engagement letter or concerns arising during the valuation of the subject property should be directed to the undersigned. Thank you for your consideration and service.

Sincerely,
Judy Cantrell

Real Estate Acquisition Specialist
Escambia County Public Works Department

Accepted Appraiser: G. Daniel Green Date: 9/22/11
 State Certified General Appraiser # R2836 (Commercial Properties)
 State Certified Real Estate Appraiser # _____ (Residential Properties)



VACANT LAND
2100 HERNANDEZ STREET
PENSACOLA, FLORIDA 32505
ESCAMBIA COUNTY



G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497 | Susanne S. Timmons, St. Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G.DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

2100 W. Hernandez Street
Pensacola, Florida 32505
Escambia County

REPORT DATE

November 4, 2011

INSPECTION DATE

November 3, 2011

CLIENT/INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAISRA

Certified General Real Estate Appraiser RZ836

G. Daniel Green & Associates, Inc.

103 Baybridge Drive
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

November 4, 2011

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Vacant Land
2100 W. Hernandez Street
Pensacola, Florida 32505
Escambia County

Dear Mr. Godwin or Ms. Cantrell,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken, as of November 3, 2011, the date of observation; subject to the attached assumptions and limiting conditions. The intended user is the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505. It is our understanding this appraisal will be utilized for internal decision making regarding the subject property. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of November 3, 2011 is:

\$75,000

SEVENTY FIVE THOUSAND DOLLARS

"AS-IS" FEE SIMPLE INTEREST

November 3, 2011



103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

gdanielgreen.com

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

The following is a Summary Appraisal Report utilizing the direct sales comparison and income approaches to value and has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

G. Daniel Green MAI, SRA inspected the subject property.

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through our scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.

In addition to the assumptions and limiting conditions, the following also apply:

- 1. The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 2. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
- 3. The appraisal does not address the removable personal property situated on the subject property (i.e. storage sheds) in the estimate of value (if any).*
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*
- 5. It is an extraordinary assumption of this appraisal assignment that the unimproved alleyway at the rear of the property, in effect, separating the rear 25', does not have a significantly detrimental impact, primarily based on the historical trend of having these alleyways vacated." Should this assumption be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*

Respectfully Submitted,



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836

CERTIFICATION OF VALUE

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no (or the specified) present or prospective interest in the properties that are the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green MAI, SRA has made an exterior observation of the property.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraisers have the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- The appraisers signing this report have not performed services regarding the subject property within 36 months prior to the effective date of this appraisal, as an appraiser or in any other capacity.



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

DISCLOSURE OF COMPETENCY

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2010. Appraisers' qualifications are included toward the end of the report.

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Appraiser's Qualifications:
G. Daniel Green MAI, SRA

ADDENDA

Client Engagement Letter
Invoice

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Vacant land located at 2100 W Hernandez Street, Pensacola, Florida, Escambia Co.
OWNERSHIP:	David F S Galloway III PO Box 17507 Pensacola, Florida 32522
LOCATION OF PROPERTY:	Situated on the North side of W. Hernandez Street in Escambia Co., FL.
PURPOSE OF APPRAISAL	The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of an effective date cited herein.
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF VALUATION:	November 3, 2011
DATE OF REPORT:	November 4, 2011 - As-Is
ASSESSMENT: Parcel 172S30-1200-011-028	\$41,838 Per Escambia County Records -see assessment section for more detail
TAXES: Parcel 172S30-1200-011-028	\$661.12 Per Escambia County Records -see tax section for more detail
ZONING CLASSIFICATION:	C-2, General Commercial District per Escambia County - see zoning section for more detail
SITE AREA:	.49 +/- acre or 21,344 SF per the Escambia County Property Appraiser's website
TYPE OF REPORT FORMAT:	Summary Narrative



HIGHEST & BEST USE

AS VACANT: Commercial
AS IMPROVED: Commercial

EXPOSURE TIME: 18 to 24 Months

MARKETING TIME: 18 to 24 Months

VALUE INDICATIONS:

Direct Sales Comparison Approach **\$75,000**

FINAL FEE SIMPLE VALUE OPINION: **\$75,000**



IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT

This is a summary level appraisal report, as defined by the 2010 edition of the Uniform Standards of Professional Appraisal Practice, which contains discussion and analysis of relevant conclusions, data and analysis in a narrative format that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

INTENDED USE OF APPRAISAL

It is our understanding this appraisal shall serve to assist with internal decision making regarding the subject property.

DATE OF VALUE OPINION

November 3, 2011

DATE OF REPORT

November 4, 2011

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal.”

Identification of the Problem:

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the “As-Is” market value of the fee simple interest in the property located at 2100 W. Hernandez Street, Pensacola, FL 32505 and identified by the Escambia County Property Appraiser’s Office by Parcel ID #172S30-1200-011-028. This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser’s Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.



The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

The following Summary Appraisal Report utilizes the Direct Sales and Income Approaches to value. The Cost Approach was deemed unreliable; and, therefore omitted from this analysis.

The Direct Sales Comparison Approach will utilize the sales of comparable vacant land properties within the subject's market. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.

This report is a Summary appraisal utilizing one approach to value, the Direct Sales Comparison Approach. The Cost and Income Approaches do not apply to the subject property due to the fact that we are valuing vacant land.



DEFINITION OF MARKET VALUE

“the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and 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.

* Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D; FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.



EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised 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; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.¹ We estimate the exposure time for this property to be 18 to 24 months.

MARKETING PERIOD

Reasonable marketing time is an opinion of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.² The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject area were contacted and the marketing period is supported by findings from these interviews. We estimate the marketing time for this property to be 18 to 24 months.

¹Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 1, 2010

²Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 2-2, Advisory Opinion 102, January 1, 2010, page F47.



PROPERTY IDENTIFICATION

A .49 +/- acre vacant parcel of commercial land located at 2100 W Hernandez Street, Pensacola, FL; Parcel 172S30-1200-011-028.

LEGAL DESCRIPTION

Account Number	Tax Type	Tax Year
06-1185-100	REAL ESTATE	2010
Legal Description (click for full description)		
E 25 FT OF S 25 FT OF LT 6 S 25 FT OF LTS 7 8 & 9 S 25 FT OF W 15 FT OF LT 10 W 15 FT OF LT 11 ALL OF LTS 12 13 & 14 AND E 25 FT OF LT 15 ALG WITH 20 FT ALLEY RUNNING E & W IN CENTER OF SD BLK 28 HIGHLAND PARK PLAT DB 69 P 616 SEC 31/17 T 2S R30 OR 1776 P 355 OR 5493 P 259 LESS PACE BLVD R/W		

OWNERSHIP OF RECORD/SALES HISTORY

According to the tax rolls of Escambia County, title for the subject parcel is held by David F S Galloway III, PO Box 17507, Pensacola, FL 32522. There have been no sales transactions pertaining to this parcel over the past three years per the official records of Escambia County. However, this property was most recently listed for sale in conjunction with 2107 W. Jordan Street under MLS # 399242 for a total list price of \$374,900 for a period of 25 +/- days.

ASSESSMENT AND TAXES

The Escambia County Tax Assessor's office identifies the subject property by account #061185100. According to the Escambia County Tax Assessors Office, this parcel's 2010 assessed values are \$41,838 with a total tax and assessments burden of \$661.12. The current millage rate is 15.5655.

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	41,838	0	\$41,838	\$291.84
PUBLIC SCHOOLS					
By Local Board	2.2290	41,838	0	\$41,838	\$99.26
By State Law	5.6310	41,838	0	\$41,838	\$235.59
SHERIFF	0.6850	41,838	0	\$41,838	\$28.66
WATER MANAGEMENT	0.0450	41,838	0	\$41,838	\$1.88
Total Millage		15.5655	Total Taxes		\$651.23
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$9.89			
Total Assessments					\$9.89
Taxes & Assessments					\$661.12
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
12/30/2010	PAYMENT	246723.0001	2010	\$641.29	



FLOOD ZONE

All of the subject property is situated in an area that is designated low flood risk per Map #12033C0390G, dated September 29, 2006.

An illustration has been provided for your review.

Flood Map



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ZONING

Per Escambia County the subject property is zoned C-2, General Commercial District per Escambia County. A complete zoning definition for the district is as follows.

6.05.16. C-2 General commercial and light manufacturing district (cumulative).

A. *Intent and purpose of district.* This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of

Updated 01/2010

Article 6 ZONING DISTRICTS

the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. New residential uses located in a Commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy 7.A.4.7.g. The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in C-2, general commercial and light manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-2 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. *Permitted uses.*

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).



7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.

Article 6 ZONING DISTRICTS

16. Taxicab companies.

17. Bars and nightclubs.

18. Boat sales and service facilities.

19. Boat and recreational vehicle storage. (No inoperable RVs, untrailer boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)

20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.

a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:

- (1) One thousand feet from a preexisting adult entertainment establishment;
- (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
- (3) One thousand feet from a preexisting place of worship;
- (4) One thousand feet from a preexisting educational institution;
- (5) One thousand feet from parks and/or playgrounds;
- (6) Five hundred feet from residential uses and areas zoned residential within the county.



21. 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).

22. Temporary structures. (See section 6.04.16)

23. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

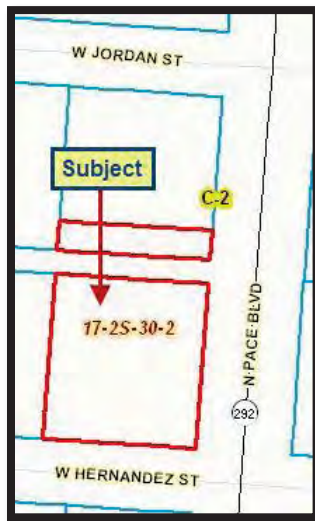
C. *Conditional uses.*

1. Kennels.
 2. Heliports.
 3. Automobile race track.
 4. Solid waste transfer stations, collection points, and/or processing facilities.
 5. Junkyards, salvage yards, and waste tire processing facilities.
- D. *Off-street parking and loading regulation.* See section 7.02.00.
- E. *Traffic requirements.* See section 7.11.09.

Article 6 ZONING DISTRICTS

- F. *Screening adjacent to residential areas.* See section 7.01.00.
- G. *Landscaping.* See section 7.01.00.
- H. *Site and building requirements.* Same as C-1 district.
- I. *Signs.* See article 8.
- J. *Locational criteria.* See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

ZONING MAP



Parcel 172S30-1200-011-028



REGIONAL DATA

The purpose of this section is to present a description of the surrounding regional attributes and specifically describe Escambia County and Santa Rosa County, statistically referred to as the Pensacola MSA (Metropolitan Statistical Area). Escambia County is home to the majority of economic and government activity within the Pensacola MSA, and is therefore more heavily considered and presented within this profile.



Northwest Florida Metropolitan Statistical Areas (MSAs)

- Pensacola MSA
- Ft. Walton Beach MSA
- Panama City MSA
- Tallahassee MSA

A profile has been created through research of census data and use of the Haas Center for Research and Economic Development. Information has been gathered from the Escambia County Chamber of Commerce, Santa Rosa County Chamber of Commerce and other sources, including Planning and Development Departments for both counties.

The regions central location is approximately 200 miles east of New Orleans, Louisiana, 250 miles south of Birmingham, Alabama, 370 Miles southwest of Atlanta, Georgia and 375 miles west of Jacksonville, Florida. The Pensacola MSA is bisected by Interstate 10, which allows easy access across the southeast. Interstate 110 also connects I-10 directly to downtown Pensacola. Air transportation is available at Pensacola Regional Airport, where seven major carriers provide service to nine domestic destinations. Four general aviation airports also serve the region. Water transportation is available at the adjacent Port of Pensacola which is also part of a



foreign trade zone located within an Enterprise Zone. Local rail transportation is available from CSX, Alabama Gulf Coast Railway, Amtrak and the Burlington Northern Santa Fe Railroad.

The two counties of Escambia and Santa Rosa (Escambia's abutting county to the east), include 1,685 square miles of land area. There is approximately 212 square miles of water area in the depicted region not including the Gulf of Mexico. There are over 30 miles of coastline located on the two counties. Gulf Island National Seashore is stretched sporadically across the entirety of Escambia and Santa Rosa Shorelines. Black Water River Park, located in the northern region of Santa Rosa County, is home to 590 acres of land and water. This area also houses military bases including Pensacola Naval Air Station, NAS Whiting Field and Corry Station.

In 2005, Florida's Great Northwest, Inc. identified the need and developed the vision for a strategic economic development plan to serve as a long-term guide for sustainable economic development in Northwest Florida.

Mission Statement of Florida's Great Northwest: Florida's Great Northwest's mission is to grow a vibrant and sustainable economy for all 16 counties in Northwest Florida that creates nationally and globally competitive advantages for the development of key industry clusters, increases the income and prosperity of workers and families, ensures healthy communities and a vibrant quality of life, and preserves the natural beauty and resources of the region.

Discussions surrounding a sustainable and diversified economy have increased amid the challenges of the recession. However, Florida's Great Northwest's strategic planning efforts during the last few years have created a clear focus on key target industries in sectors that are displaying steady growth. New industries within the Pensacola MSA include: AppRiver, LLC, Navy Federal Credit Union, GE Energy (wind turbines), Avalex Technologies, and ActiGraph, LLC.

Tourism in the Pensacola Bay area brings in approximately \$552,000,000 annually.

GEOGRAPHY

Escambia County has a total of 876 square miles and encompasses a land mass of approximately 662 square miles. The terrain is semi-flat with an extreme elevation of 120 feet above sea level. The border to the east of Escambia County is the Escambia River and Escambia Bay, the northern border is the Florida/Alabama state line, the western border is the Florida/Alabama border delineated by the Perdido River and Perdido Bay, and the southern border is the shore of the Gulf of Mexico. The area includes navigable access to the Gulf of Mexico and the Port of Pensacola is an international deep port for large commercial ships and military sea vessels, part of a foreign trade zone, and are located within an Enterprise Zone. Pensacola is home to more than 400 underwater shipwrecks, including the 888 foot battleship that has become the world's largest manmade reef. Escambia County is known as the "Western Gate to the Sunshine State". The area is also known as part of the "Emerald Coast" and the "Sun Belt". There are on average 343 days of sunshine per year, with an average temperature of 77 degrees.



DEMOGRAPHICS

Escambia County's population increased slightly during the last ten years, but the county experienced a population shift into the area between Barrineau Park and 9 Mile roads, according to data released by the U.S. Census Bureau. Escambia County saw a very slight 1 percent increase during the decade as the population increased from 294,410 in 2000 to 297,619 in 2010.

The county is divided into four "Census County Division" areas. Population figures from those divisions showed a very definite growth trend in the "Cantonment CCD" – an area roughly bordered by Barrineau Park and Quintette roads to the north and 9 Mile Road to the south. The area showed a 15.8 percent population increase to 50,638 person.

The three other Census County Divisions all showed 1.4 to 3.0 percent population decreases.

Century's population decreased slightly, from 1,714 in 2000 to 1,698 in 2010. The City of Pensacola saw a more substantial population decrease – almost 8.5 percent – from 56,255 in 2000 to 51,923 in 2010.

Neighboring Santa Rosa County grew from 117,743 to 151,372 during the decade, an increase of almost 29 percent. Santa Rosa was among the fastest growing counties in Florida. The Town of Jay's population decreased, from 579 to 533.

EDUCATION

There are a total of 107 public schools in the Pensacola MSA. There are 51 elementary schools, 17 middle schools, 13 high schools, and 26 alternative schools. The Escambia County School District is one of the 100 largest in the nation, providing programs ranging for accelerated learning for gifted students to dropout prevention for troubled students. The area has access to many Colleges and Vocational Schools including Troy State University, University of West Florida, Pensacola Christian College, Pensacola State College, and George Stone Vocational Training Center.

More than 11,000 students are enrolled at the University of West Florida. The University of West Florida is a Doctoral/Research University, which specializes in engineering and the humanities. UWF is a space-grant institution that was established in 1963. The University of West Florida sits on the third largest campus in the State University System, 1,600 acres (6.5 km²), and its campus is a natural preserve that is bordered by two rivers and Escambia Bay. The University of West Florida is known for its small class sizes and its intimate, private school like educational atmosphere, which distinguishes it from the larger universities in the State University System.

In 2010 UWF opened a new multimillion dollar facility, home of the new School of Science and Engineering including the Computer Science, Computer Information Systems, Electrical Engineering, Computer Engineering, Mathematics and Statistics, Physics, and Software Engineering programs.



The building includes prototype robot fabrication and testing laboratories, 3-D virtual reality simulators, a state-of-the-art holo deck and a glass wall atrium that helps put science into public view. This construction is based on Project Kaleidoscope, a national initiative funded project by the National Science Foundation and the Keck Foundation. This collegiate facility is one of the first of its kind.

Pensacola State College (since 2010), previously Pensacola Junior College, offers more than 100 majors and areas of concentration. The college offers associates and bachelors degrees as well as vocational certifications and an adult high school. Local sports fans have watched several area teams take national collegiate championships. Several private colleges also produce graduates for Northwest Florida.

MILITARY

Naval Air Station Pensacola or NAS Pensacola, also nicknamed, "The Cradle of Naval Aviation", is a United States Navy base located within the Pensacola city limits. It is best known as the primary training base for all Navy, Marine and Coast Guard aviators and Naval Flight Officers, the advanced training base for most Naval Flight Officers, and as the home base for the United States Navy Flight Demonstration Squadron, the precision-flying team known as the Blue Angels. It is currently a Superfund site.

The air station also hosts the Naval Air and Operational Medical Institute (NAOMI), which provides training for all naval flight surgeons, aviation physiologists, and aviation experimental psychologists. With the closure of Naval Air Station Memphis in Millington, Tennessee and the transition of that facility to Naval Support Activity Mid-South, NAS Pensacola also became home to the Naval Air Technical Training Center (NATTC), providing technical training schools for nearly all enlisted aircraft maintenance and enlisted aircrew specialties in the U.S. Navy, U.S. Marine Corps and U.S. Coast Guard.

NAS Pensacola contains Forrest Sherman Field, home of Training Air Wing SIX, providing undergraduate flight training for all prospective Naval Flight Officers for the U.S. Navy and U.S. Marine Corps, prospective U.S. Air Force Navigator/Combat Systems Officers for the F-15E Strike Eagle and B-1B Lancer bomber, and flight officers/navigators for other NATO/Allied/Coalition partners. TRAWING SIX consists of the Training Squadron 4 (VT-4) Warbucks, Training Squadron 10 (VT-10) Wildcats and Training Squadron 86 (VT-86) Sabrehawks, flying the T-45C Goshawk, T-6A Texan II, T-39 Sabreliner and U.S. Air Force T-1A Jayhawk aircraft.

Other tenant activities include the United States Navy Flight Demonstration Squadron, the Blue Angels, flying F/A-18 Hornets and a single USMC KC-130F Hercules; the 2nd German Air Force Training Squadron USA (German: 2. Deutsche Luftwaffenausbildungsstaffel USA - abbreviated "2. DtLwAusbStff"), and the NAS Pensacola Search and Rescue Detachment (flying SH-60 Seahawk helicopters). A total of 131 aircraft operate out of Sherman Field, generating 110,000 flight operations each year.

The National Museum of Naval Aviation, the Pensacola Naval Air Station Historic District, and the National Park Service-administered Fort Barrancas and its associated Advance Redoubt are all located at NAS Pensacola, as well as Barrancas National Cemetery.



HOUSING

In 2010, the housing market in the Pensacola MSA continued a steady, long-term decline. According to MLS, detached residences in Escambia County experienced a decline of approximately 7.5% +/- from the previous year. Sales prices are down approximately 17.5% from three years previous.

The National Association of Realtors also report that single family housing permits had grown 42.8% over the past twelve years, as of September 2010. This rise in housing permits implies stabilization in local supply. However, any rebound in home prices is expected to be a very slow process with any appreciation in the next few years expected to be minimal.

DEVELOPMENT LAND

According to the PWC (formerly Korpacz) Real Estate Investor Survey for quarter 4 2010, "Due to a lack of sufficient data, specific key indicators are excluded for this market this quarter." This survey also reports, with respect to Development Land, "it will not get any cheaper than it is now, but prepare to wait a long time for the right development opportunity. This lack of certainty from one of the most relied upon investor surveys implies a higher level of risk for investors purchasing vacant land. As a basic principal of economics, this higher level of risk has a downward effect on property values.

GOVERNMENT

Escambia County

Escambia County is governed by a board of county commissioners and is divided into five districts. One county commissioner is elected from each district to serve a four-year term. Commissioners are chosen in partisan elections by voters from the districts in which they live. The board appoints a county administrator to be chief administrative officer of the county, responsible to the commission for the orderly operations of matters within the board's jurisdiction.

The Office of Public Information and Communications is the information hub for the Escambia County Board of County Commissioners, county administration and its bureaus. Their mission is to enhance the relationship between Escambia County government, its citizens and the media through public relations, media relations and customer service.

Escambia County is comprised of the following six bureaus: Corrections, Development Services, Management and Budget Services, Neighborhood and Community Services, Public Safety, and Public Works.

The Corrections Bureau is comprised of three divisions: Community Corrections, Environmental Enforcement and Animal Control, and the Road Prison.

The Development Services bureau consists of a group of professional and certified planners who, along with support staff, help administer the Escambia County Comprehensive Plan and Land Development Code. This Bureau is comprised of the following divisions: Building Inspection Division, Environmental Services, Geographic Information Systems, Planning and



Development, and Projects and Contracts. These departments are helpful in deciphering and enforcing land use regulations and building codes.

The Management & Budget Services Bureau is responsible for the primary internal and administrative functions of Escambia County government.

Neighborhood and Community Services is the largest of the county's bureaus, and it provides a diverse array of vital programs to the community. These programs include Community Affairs, Escambia Extension, Neighborhood Redevelopment, and Solid Waste Management.

The mission of the Public Safety Bureau is to mitigate emergency situations and teach residents how is to prepare their families, homes and businesses for disaster.

The Public Works Bureau is charged with the conservation and preservation of Escambia County's infrastructure, including Parks/Marine Maintenance, DCAT, Engineering, Fleet Maintenance, Facilities Management, Roads Division, and Mosquito Control staff.

The United States District Court for the Northern District of Florida is located in Pensacola.

Santa Rosa County

A board of commissioners governs Santa Rosa County. The commissioners are elected by specified districts. The commission in turn appoints a county manager who oversees the day to day operations of the respective governments.

The county operates separate planning and zoning department and building inspection department. These departments are helpful in deciphering and enforcing land use regulations and building codes.

Santa Rosa County Sheriff department and fire department offer adequate protection for the area. The fire department is staffed with volunteers and paid employees by municipality within the county.

The Gulf Power Company, a subsidiary of Southern Company, serves Northwest Florida with three modern electricity generating stations. The Bell South Telephone Company provides telephone service for Pensacola. The Escambia County Utilities Authority (ECUA) supplies water to most residents of the county and provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of the county. Natural Gas services are available through Energy Services of Pensacola.

The Department of Transportation cares for all interstates and highways throughout the area. The City of Pensacola operates the Port of Pensacola which can accommodate ocean going vessels with drifts up to 33 feet. The Pensacola Regional Airport is a commercial airport served by American Airlines, ComAir, Continental Airlines, Delta Airlines, Northwest Airlink, and US Airways. Southwest Airlines are currently in negotiations regarding their possible future expansion to The Pensacola Regional Airport.



The state of Florida has no personal income tax. There is no sales tax on food, medicine, packaging, boiler fuels, and inventories. The majority of Florida tax revenue comes from sales tax on retail sales, rentals, and transient living accommodations. Additionally, there is a corporate state income tax of 5.5%.

SUMMARY

Pensacola remains to be the largest metropolitan area in the Northwest Florida with a strong dependence on a military presence. Escambia County, along with the surrounding region, is in an expanding stage of economic development. The commissioners in the Pensacola area have shown strong will and determination to bring corporations and jobs to the area through the "Florida's Great Northwest" Plan. This region is expected to continue to grow for the foreseeable future.

Interesting information about the area:

- Two Pensacola area beaches made it in the America's top ten beaches - Perdido Key at No. 3 and Eastern Perdido Key at No. 7, according to Dr. Stephen Leatherman of the University of Maryland's Laboratory for Coastal Research
- Pensacola ranked as 4th best place out of 151 cities in the nation for retirees according to the book "Retirement Places Rated" written by David Savageau, published by Prentice-Hall Press
- TripAdvisor and Southern Living call the Pensacola Bay Area one of the nation's "top family-friendly destinations"
- Pensacola is proud to call itself home to the Blue Angels, officially known as the U.S. Navy Flight Demonstration Squadron.
- Pensacola is nicknamed "The City of Five Flags" due to the five governments that have flown flags over it during its history: the flags of Spain, France, Great Britain, the Confederate States of America and the United States.
- University of West Florida named "Best Southeastern College by the *Princeton Review*
- Pensacola MSA ranked 76th, surpassing cities such as Miami, Jacksonville and Orlando in Forbes magazine's May 23 issue listing 150 large metro areas as "Best Places for Business."

Works Cited

Escambia County Chamber of Commerce

HAAS Center for Business Research and Economic Development at UWF

www.eflorida.com

www.STDBonline.com

www.Floridasgreatnorthwest.com

www.uscensus.gov

<http://www.co.escambia.fl.us>

www.freddiemac.com

www.newsweek.com

www.city-data.com



REGIONAL LOCATION MAP



NEIGHBORHOOD ANALYSIS

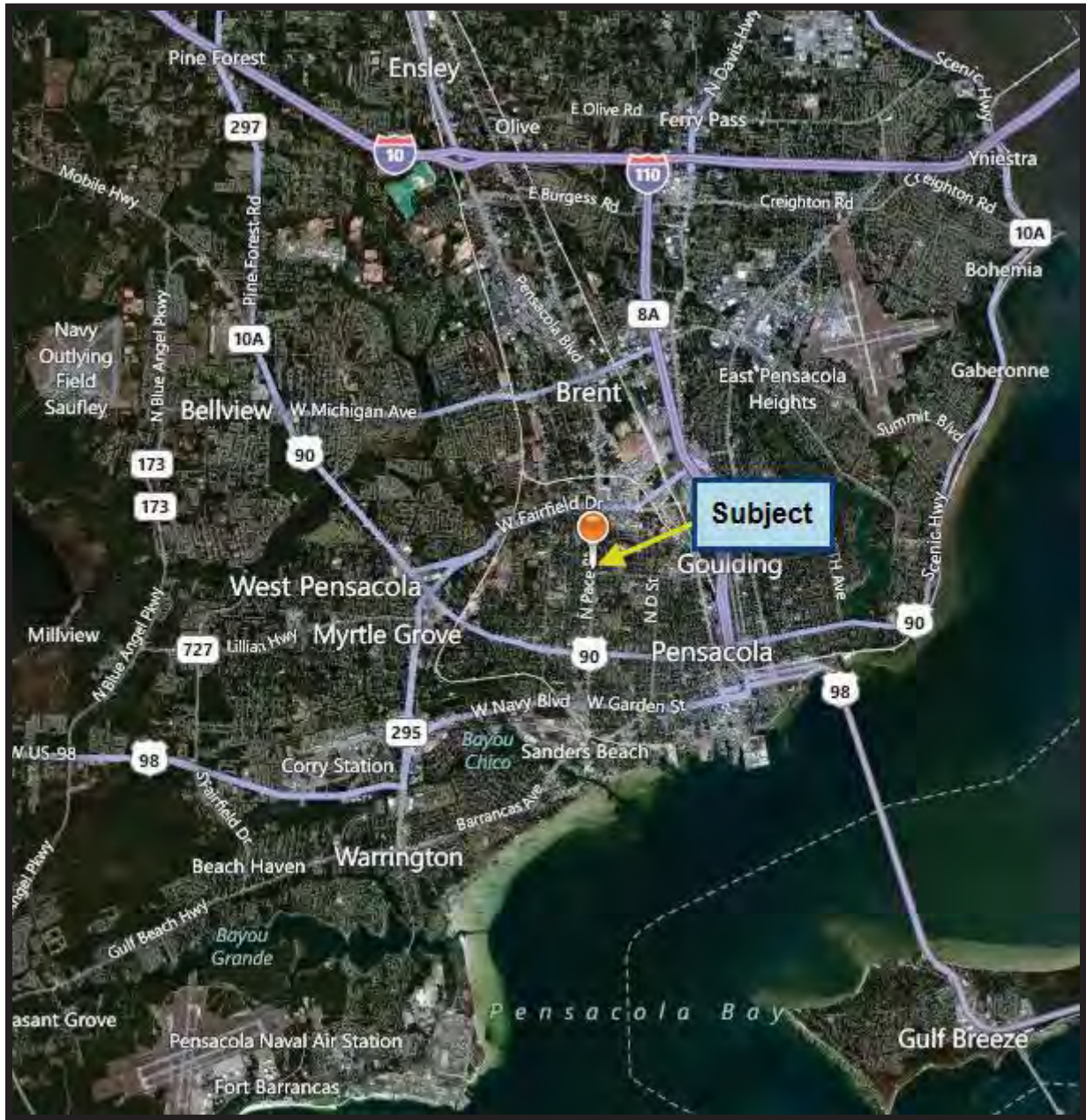
The Neighborhood description is the study of general influences on all property values and particularly the subject property. This analysis is made to determine how the operation of social, economic, government and environmental forces influence the property values in proximity to the subject. The definition of market area (neighborhood) is "a grouping of complementary land uses affected by similar operation of four forces that affect property value."

The subject property is located along the north side of West Hernandez Street. North W Street is located to the west, West Fairfield is positioned to the north, Baptist Hospital is situated to the east, and Highway 90/W i.e. Cervantes can be found to the south. Hernandez Street is a two lane, two way road with modest speeds of 25 mph +/- . The neighborhood is currently experiencing a declining commercial real estate market and lease market; however, this landscape is typical nationwide. Historical trends suggest the economic climate will eventually improve; however, the timetable and extent of the stabilization is not easily surmised.

This neighborhood is located to the northwest of Pensacola's Central Business District and is characterized by a mixture of neighborhood commercial uses located along the major thoroughfares and residential uses can generally be seen along interior sites. The majority of commercial uses are retail or service oriented with some light industrial. Major neighborhood amenities, such as shopping and educational facilities, are situated nearby. County services are adequate and tax rates appear to be in proportion with other commercial properties in this area.

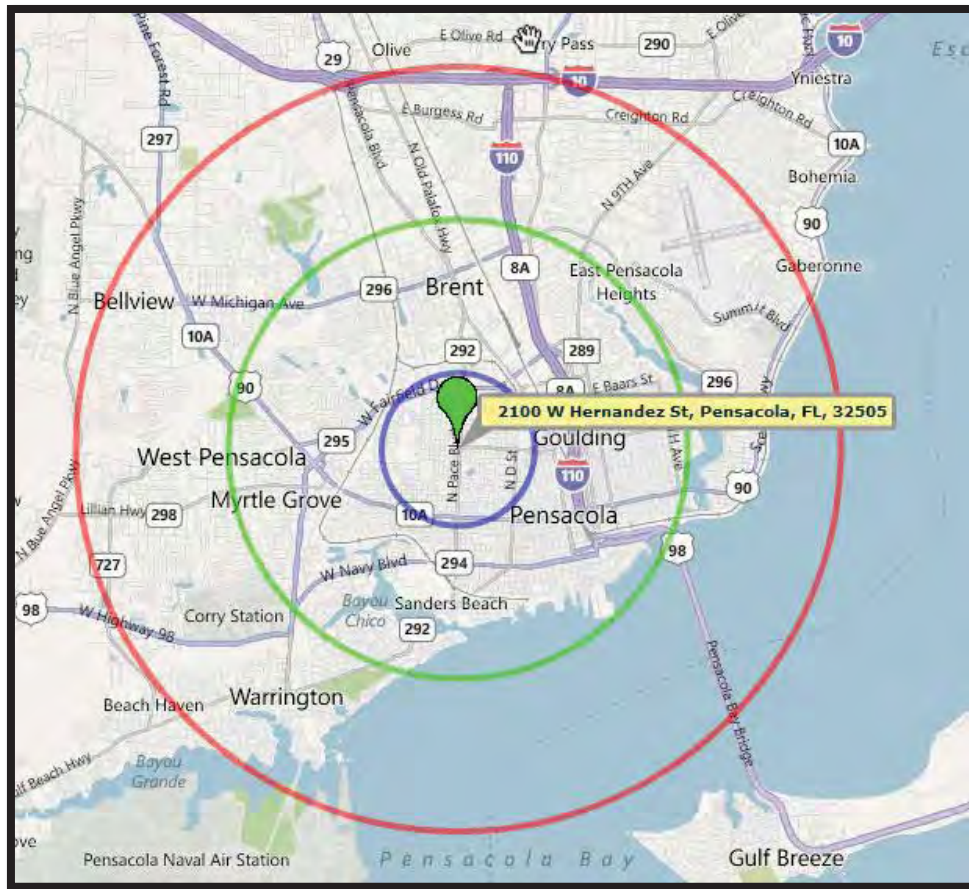


NEIGHBORHOOD LOCATION MAP



SITE TO DO BUSINESS

In the following pages we have included neighborhood information on the subject property taken from an online database at www.STDBOnline.com. This website is dedicated to gathering reports based on radius searches and provided a wide variety of demographic information for the subject property's surrounding area. In the subject property's case we felt a five (5) mile radius would be sufficient. A two page report including has been included on the following pages. We have briefly summarized the information in the following paragraph.



The 2010 population in this selected geography is reported to be 144,641. The 2000 census revealed a population of 143,945 representing a .05% annual compounded growth rate. It is estimated that the population in this area will be 144,183 in 2015 representing a compound annual growth rate of -.06% from 2010. Currently, the median household income in this selected geography is reported to be \$37,933 compared to the US median which is reported to be \$54,442. The Census revealed a median household income of \$30,440 in 2000. It is estimated that the median household income in this area will be \$44,797 in five years. With median household income values up and expected to continue upward, the market appears to be in a growth position. It was also noted that the Median home value in this area is \$95,357, compared to the median home value of \$157,913 for the US. The five year compounded annual growth rate for median home values is projected to be 3.06 annually, resulting in an estimated 2015 median home value of \$110,881.



2100 W Hernandez St, Pensaco...

Executive Summary

Prepared by G. Green

Latitude: 30.433122

Longitude: -87.240598

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
2010 Population			
Total Population	10,333	71,884	144,841
Male Population	51.5%	47.5%	47.9%
Female Population	48.5%	52.5%	52.1%
Median Age	37.4	35.2	36.3
2010 Income			
Median HH Income	\$21,668	\$31,218	\$37,933
Per Capita Income	\$14,059	\$17,373	\$19,962
Average HH Income	\$32,644	\$41,835	\$48,032
2010 Households			
Total Households	3,515	27,451	57,250
Average Household Size	2.44	2.41	2.38
2010 Housing			
Owner Occupied Housing Units	42.7%	48.7%	52.1%
Renter Occupied Housing Units	40.5%	33.0%	32.7%
Vacant Housing Units	16.8%	17.4%	15.2%
Population			
1990 Population	10,272	74,255	145,796
2000 Population	10,456	72,270	143,945
2010 Population	10,333	71,884	144,841
2015 Population	10,233	71,399	144,183
1990-2000 Annual Rate	0.18%	-0.27%	-0.13%
2000-2010 Annual Rate	-0.12%	-0.05%	0.05%
2010-2015 Annual Rate	-0.19%	-0.14%	-0.06%

In the identified market area, the current year population is 144,841. In 2000, the Census count in the market area was 143,945. The rate of change since 2000 was 0.05 percent annually. The five-year projection for the population in the market area is 144,183, representing a change of -0.06 percent annually from 2010 to 2015. Currently, the population is 47.9 percent male and 52.1 percent female.

	1 mile radius	3 miles radius	5 miles radius
Households			
1990 Households	3,720	28,090	55,616
2000 Households	3,549	27,392	56,515
2010 Households	3,515	27,451	57,250
2015 Households	3,481	27,314	57,176
1990-2000 Annual Rate	-0.47%	-0.25%	0.16%
2000-2010 Annual Rate	-0.09%	0.02%	0.13%
2010-2015 Annual Rate	-0.19%	-0.1%	-0.03%

The household count in this market area has changed from 56,515 in 2000 to 57,250 in the current year, a change of 0.13 percent annually. The five-year projection of households is 57,176, a change of -0.03 percent annually from the current year total. Average household size is currently 2.38, compared to 2.40 in the year 2000. The number of families in the current year is 35,141 in the market area.

Housing

Currently, 52.1 percent of the 67,537 housing units in the market area are owner occupied; 32.7 percent, renter occupied; and 15.2 percent are vacant. In 2000, there were 62,842 housing units - 55.8 percent owner occupied, 34.2 percent renter occupied and 10.0 percent vacant. The rate of change in housing units since 2000 is 0.71 percent. Median home value in the market area is \$95,357, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 3.06 percent annually to \$110,881. From 2000 to the current year, median home value changed by 3.13 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography.





2100 W Hernandez St, Pensaco....

Executive Summary

Prepared by G. Green

Latitude: 30.433122
Longitude: -87.240598

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
Median Household Income			
1990 Median HH Income	\$12,436	\$17,650	\$22,141
2000 Median HH Income	\$17,757	\$24,882	\$30,440
2010 Median HH Income	\$21,668	\$31,218	\$37,933
2015 Median HH Income	\$24,869	\$36,591	\$44,797
1990-2000 Annual Rate	3.63%	3.49%	3.23%
2000-2010 Annual Rate	1.96%	2.24%	2.17%
2010-2015 Annual Rate	2.79%	3.23%	3.38%
Per Capita Income			
1990 Per Capita Income	\$7,031	\$9,575	\$11,398
2000 Per Capita Income	\$10,311	\$13,849	\$16,947
2010 Per Capita Income	\$14,059	\$17,373	\$19,962
2015 Per Capita Income	\$15,730	\$19,363	\$22,101
1990-2000 Annual Rate	3.9%	3.76%	4.05%
2000-2010 Annual Rate	3.07%	2.24%	1.61%
2010-2015 Annual Rate	2.27%	2.19%	2.06%
Average Household Income			
1990 Average Household Income	\$17,346	\$24,280	\$28,962
2000 Average Household Income	\$26,377	\$34,929	\$41,270
2010 Average HH Income	\$32,644	\$41,835	\$48,032
2015 Average HH Income	\$36,248	\$46,462	\$52,997
1990-2000 Annual Rate	4.28%	3.7%	3.6%
2000-2010 Annual Rate	2.1%	1.76%	1.49%
2010-2015 Annual Rate	2.12%	2.12%	1.99%

Households by Income

Current median household income is \$37,933 in the market area, compared to \$54,442 for all U.S. households. Median household income is projected to be \$44,797 in five years. In 2000, median household income was \$30,440, compared to \$22,141 in 1990.

Current average household income is \$48,032 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$52,997 in five years. In 2000, average household income was \$41,270, compared to \$28,962 in 1990.

Current per capita income is \$19,962 in the market area, compared to the U.S. per capita income of \$26,739. The per capita income is projected to be \$22,101 in five years. In 2000, the per capita income was \$16,947, compared to \$11,398 in 1990.

Population by Employment

Total Businesses	667	4,649	7,335
Total Employees	16,048	57,825	92,994

Currently, 86.4 percent of the civilian labor force in the identified market area is employed and 13.6 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 89.2 percent of the civilian labor force, and unemployment will be 10.8 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 88.2 percent of the population aged 16 years or older in the market area participated in the labor force, and 2.7 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 56.3 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 23.3 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 20.3 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 75.0 percent of the market area population drove alone to work, and 2.3 percent worked at home. The average travel time to work in 2000 was 21.2 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

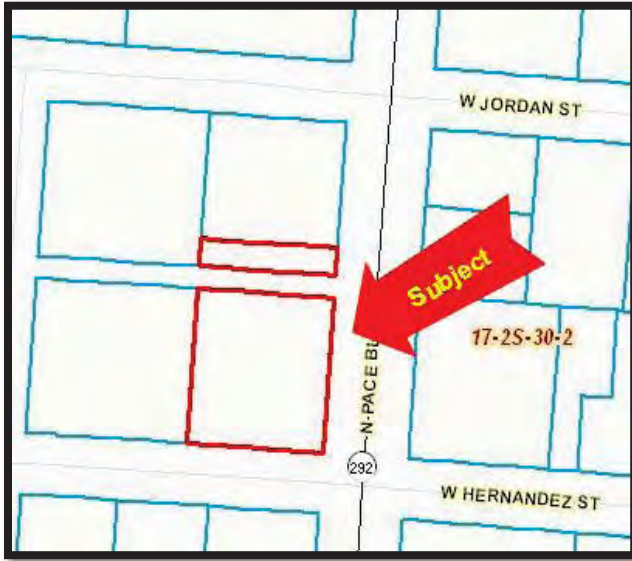
- 16.8 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 30.6 percent were high school graduates only (29.6 percent in the U.S.)
- 8.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 13.7 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 7.7 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, Earl forecasts for 2010 and 2015. Earl converted 1990 Census data into 2000 geography.



2100 W. Hernandez Street

PARCEL MAP PER ESCAMBIA COUNTY



Parcel 172S30-1200-011-028

AERIAL MAP PER ESCAMBIA COUNTY



Parcel 172S30-1200-011-028

SITE DESCRIPTION

Parcel Address:

2100 W. Hernandez Street, Pensacola, Florida, 32505, Escambia County.

Dimensions and Area:

The subject property is comprised of two sections within one parcel. Parcel # 172S301200011028 measures 130' x 165' and has a total area of .49 acres +/- . These dimensions are taken from the Escambia County Property Appraiser's website and do not account for the 20 foot unimproved County owned alleyway positioned between the two sections. *However, it is an extraordinary assumption of this appraisal assignment that the unimproved alleyway at the rear of the property, in effect, separating the rear 25' does not have a significantly detrimental impact, primarily based on the historical trend of having these alleyway's vacated." Should this assumption be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report. A visual representation is presented below for the reader's review.



Parcel 172S30-1200-011-028

Easements:

No information was provided to our office regarding the presence of any easement that may affect the value in any way. If this assumption is found to be inaccurate, this appraisal analysis and all value indications arrived at herein, may be considered invalid and subject to a review by the appraiser signing this report.

Topography:

The subject property is more or less at street grade and average for the area.



Soils:

The soils contained within the subject parcel have been identified as...

32—Troup sand, 0 to 5 percent slopes

This very deep, somewhat excessively drained soil is on nearly level summits and gently sloping shoulder slopes of ridges in the central and northern parts of the county. Slopes generally are long and smooth. Individual areas are irregular in shape. They range from 15 to about 600 acres in size.

Typically, the surface layer is dark grayish brown sand about 5 inches thick. The subsurface layer extends to a depth of 58 inches. It is yellowish brown sand in the upper part, strong brown sand in the middle part, and yellowish red loamy sand in the lower part. The subsoil to a depth of 80 inches is red sandy loam and sandy clay loam.

Utilities:

Gulf Power provides the electricity. ECUA furnishes water and sewer for the subject property.

Street Improvements:

W Hernandez Street is a two lane, asphalt paved road that is situated west of North Pace Boulevard.

Location in Block:

2100 W. Hernandez Street, Pensacola, Florida, 32505, Escambia County is a corner parcel with 165 +/- feet of frontage on North Pace Boulevard and 130 +/- feet along W. Hernandez Street.

Relationship Surroundings:

The site is typical for the area and includes primarily commercial properties. Residential dwellings are located in the more interior sites.

Environmental:

We are not aware of any environmental contamination evident to this property with no visible sources noted upon inspection. However, we are not experts in this matter and a qualified professional should evaluate this land prior to the reliance of this report.

Ingress/Egress (Access):

Access to 2100 W. Hernandez Street Pensacola, FL 32505, Escambia County is via Hernandez or North Pace Boulevard. There is not a delineated turn lane for use from either direction on W Hernandez, and one does not appear to be needed, based on the minimal traffic flow.



Traffic Counts:

According to the Florida Department of Transportation and the 2010 daily traffic report <http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html> there is not a traffic counter in the immediate area of the subject.



2100 W. Hernandez Street Pensacola, FL 32505

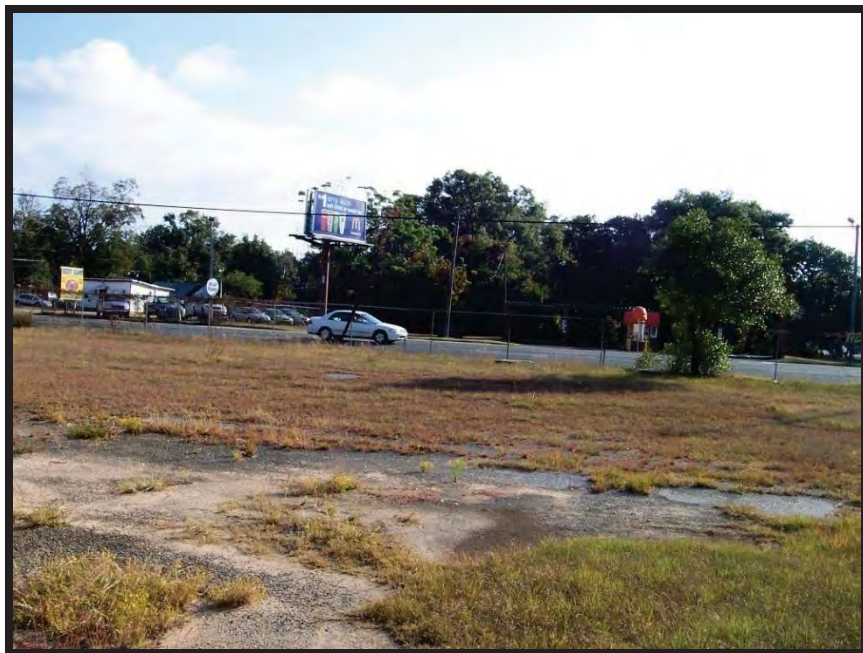
The traffic counter on North Pace Boulevard south of W. Jordan Street indicates 15,700 +/- AADT.



SUBJECT PHOTOS



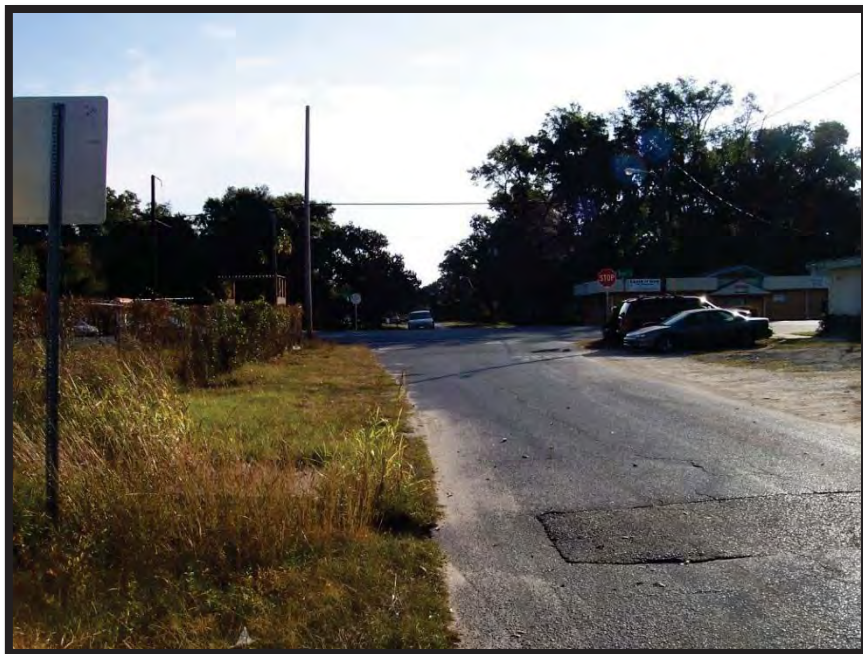
South Elevation: W. Hernandez Street



View from Neighboring Parcel on the West side of 2100 W. Hernandez Street



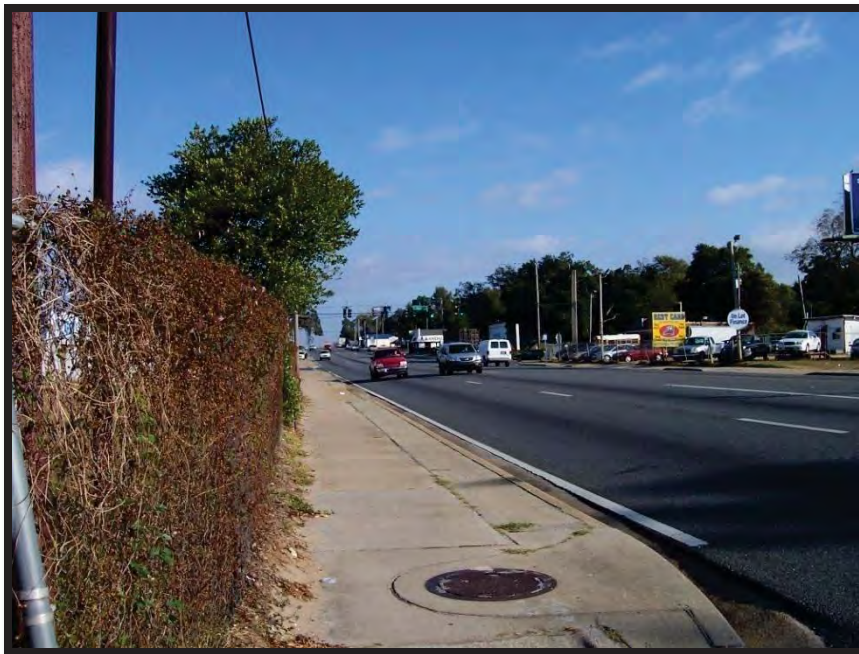
W. Hernandez Street Facing West



W. Hernandez Street Facing East



North Pace Boulevard Facing South



North Pace Boulevard Facing North



HIGHEST & BEST USE

Overview

Highest and Best Use is defined in the 13th edition of the Appraisal of Real Estate (Appraisal Institute, Chicago, 2008) as follows:

“The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, and financially feasible, and that results in the highest value.”

As evident by its definition, Highest and Best Use is a multiple step process that investigates the optimum use of a property by a variety of criteria. These factors have been considered in the following analysis.

As Vacant

Physically Possible Uses

2100 W. Hernandez Street Pensacola, FL 32505

Parcel is .49 +/- acres or 21,450 SF per the Escambia County Property Appraiser’s website. This parcel has significant access and fair visibility with 130 +/- feet along Hernandez and 165 +/- feet along North Pace Boulevard. The overall size and shape of the subject property allows for a variety of uses.

Legally Permissible Uses

The subject property is zoned C-2, General Commercial District per Escambia County. The immediate neighborhood is dominated by commercial and industrial businesses, with residential properties in the more interior surrounding areas. The future designation of the comprehensive plan indicates future commercial use.

Financially Feasible Uses

The test for financial feasibility as improved addresses what the market demands for properties similar to the subject property in its immediate area. Escambia County is going through a period of development expansion in the more outlying areas of the county, as the more core area of Pensacola has been built out. However, the current slow real estate and lease market is affecting areas such as the subject property. There is hope that the market will recover over the next few years, but currently extended marketing and exposure times are anticipated. The subject property is located near a built up section of North Pace Boulevard. This roadway is a busy commercial and retail commercial thoroughfare where there are steady traffic counts in the 15,000 AADT range. Due to the location of the subject parcel, the best utilization would be to maximize the current commercial zoning.

Maximally Productive Use

The key to maximally productive utilization is to balance the legally allowable use with the level of demand for the most marketable use. The subject property is located in an area where there are many industrial and retail properties in close proximity that offer competitive rental and resale rates. Due to the fact that the property is located in an area where the majority of other surrounding properties are zoned commercial and achieving varying levels of success, a continued commercial utilization is the best use for the subject property.



The following is a list of allowable uses under the subject property's C-2, General Commercial District per Escambia County and the below grid is an illustration of the potential uses for the subject property and the supporting reasoning for that conclusion.

Potential Use C-2	Likelihood	Reasoning
Retail	Likely	Suitable use
Personal services establishments	Likely	Suitable use
Restaurants	Likely	Suitable use
Auto repair and service stations	Likely	Suitable use
Hotels and motels	Unlikely	Inadequate site area
Grocery, produce	Likely	Suitable use
Distribution Warehousing	Likely	Suitable use
Hospitals	Unlikely	Inadequate site area
Funeral Homes	Unlikely	Not Maximally Productive
Animal hospitals	Unlikely	Not Maximally Productive
Indoor Movie Theaters	Unlikely	Not Maximally Productive
Offices, professional services	Likely	Suitable use
Manufacturing, fabrication and assembly	Likely	Suitable use

There are a number of potential uses for the subject property site. The most logical use of the subject property is for commercial purposes, given the subject property's visibility when traveling N. Pace Boulevard, a services or retail utilization is appropriate.



VALUATION METHODOLOGY

The Direct Sales Comparison, or Market, Approach involves direct comparisons of the subject property to similar properties that have sold in the marketplace in order to derive a market value indication for the subject property. The approach consists of steps in which the appraiser searches the market for sales, qualifies the sales prices and terms, compares the sales to the subject property for differences, adjusts the sales for those differences and formulates an opinion of value of the subject property from the indicated values (as adjusted) of the sales.

Typically, the appraiser reduces the comparable sale to a unit of comparison or units of comparison. These may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multiples. These units of comparison yield a pattern by which the appraiser can convert the subject property's similar unit to a value indication by the Sales Comparison Approach.

To be used as a valid indication of value, any comparable sale must qualify as bona fide and have similar characteristics to the subject property. When there is a sufficient amount of data, the indication of value via the Sales Comparison Approach is generally persuasive.

The Direct Sales Comparison approach to value will be utilized in order to form a final market opinion of value for the fee simple interest in the subject property.



DIRECT SALES COMPARISON APPROACH

This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions and current listings. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

- a) The degree of comparability of each property with the property being appraised,
- b) The time of sale,
- c) The verification of sales data,
- d) The absence of unusual conditions affecting the sale.

A search has been made to develop sales information on properties comparable to the subject. The following is a discussion of those sales, using a physical price per square foot (\$/SF) method of comparison. Our research and analysis revealed three comparable improved sales for the construction type composed in the subject property. Supporting documentation on these comparable sales is contained within the appraiser's files. These sales are representative of similar usage structures located in the subject's marketing area.

Typically, the appraiser reduces the comparable sale to a unit of comparison or units of comparison. These may be physical, such as dollars per square feet of area, or they may be economic, such as gross income multiples. These units of comparison yield a pattern by which the appraiser can convert the subject property's similar unit to a value indication by the market approach.



LAND SALE NO. 1



Property Identification

Property Type

Vacant Industrial Land

Address

10170 Palafox Highway, Pensacola, Florida,
Escambia County

Location

Parcel Address

09-1S-30-1001-000-001

Sales Data

Grantor

Doris N. Striney

Grantee

L. Pugh & Associates, Inc.

Sale Date

1/23/2009

Deed Book/Page

6418/0952

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

History (5yrs)

One in past 5 years

Instrument

Warranty Deed

Verification

Public records, REARS, MLS#271339

Sale Price

\$46,500

Land Data

Zoning

ID-1, Industrial District per Escambia County

Topography

Mostly Level

Utilities

Present

Dimensions

Irregular

Shape

Irregular

Landscaping

Natural

Flood Info

Zone X

Future Land Use

Commercial

Highest/Best Use

Commercial

Traffic Count

9,100 AADT +/-

Improvements

None



Land Size Information

Gross Land Size	15,246 +/- SF or .35 acres (Escambia Co.)
Front Footage	80' along North Palafox Highway
Traffic Count (AADT)	6,700

Indicators

Sales Price/SF	\$3.05/SF
-----------------------	------------------

Comments

This is the sale of a vacant industrial property situated within an area of industrial and commercial development along Palafox Highway south of Ten Mile Road.



LAND SALE NO. 2



Property Identification

Property Type

Vacant Commercial Land

Address

1400 North Palafox Street, Pensacola, Escambia County

Location

Parcel Address

00-05-00-9010-002-159

Sales Data

Grantor

Palafox Property LLC

Grantee

Sarra Michael

Sale Date

April 29, 2009

Deed Book/Page

6453/1387

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Financing

Not Available

Sales History (5yrs)

None in past 5 years

Instrument

Warranty Deed

Verification

Public records, REARS, MLS 366048, Verified with Adrian Hammond, Jr., listing Agent with Beck Property Company, Inc., 850-476-0196, 2/2011
Verified with Grantee, Mike Sarra, by G. Daniel Green MAISRA 5/2010

Sale Price

\$90,000

Land Data

Zoning

C-3 Commercial Zoning District per the City of Pensacola

Topography

Level, at street grade

Utilities

All Present

Dimensions

Irregular

Shape

Rectangular

Landscaping

Natural



Flood Info	Zone X
Future Land Use	Commercial
Highest/Best se	Commercial
Traffic Count	7,600 AADT +/-
Improvements	None

Land Size Information

Gross Land Size	0.34 +/- acres or 14,810 SF
Front Footage	150 feet along North Palafox Street
	100 feet along East Blount Street

Indicators

Sales Price/SF	\$6.08/SF
-----------------------	------------------

Comments

This comparable is located at the corner of North Palafox and East Blount Street. The property is completely paved with two drive outs.



LAND SALE NO. 3

PLAT MAP

AERIAL MAP



Property Identification

Property Type

Commercial Land

Address

11 W Lenox Parkway, Pensacola, FL 32505

Location

Parcel Address

46-15-30-2001-003-009

Sales Data

Grantor

Diane C. & William Thompson, Diane C. Demos

Grantee

Phillip D. Sr. & Atonia Walters

Sale Date

March 3, 2009

Deed Book/Page

6434/1864

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Financing

Not available

Sales History

None in past 5 years

Instrument

Warranty Deed

Verification

Public records, Escambia County Property Appraiser's Office, REARS, confirmed with Phillip Walters, purchaser, on 11.14.11

Sale Price

\$60,000

Land Data

Zoning

C-1, Commercial Development per Escambia County

Topography

Level, at street grade

Utilities

All Present

Dimensions

100 x 150

Shape

Rectangular



Landscaping	Natural
Flood Info	Zone X
Traffic Count	9,100 AADT+/- (nearest one: Massachusetts Ave., located south of this parcel)
Future Land Use	Commercial
Highest/Best Use	Commercial

Land Size Information

Gross Land Size	.37+/- acres, 16,117 SF
Front Footage	100' along Lenox Parkway

Indicator

Sales Price/Square Foot	\$3.72 / SF
--------------------------------	--------------------

Comments

This is an interior parcel located along the south side of Lenox Parkway. According to Escambia County records, the adjacent parcel to the east is an auto sale, repair business owned by Phillip & Atonia Walters, the purchasers of this parcel. Business Name: "Pensacola Fuel Injection and Service." *Public record indicates this same parcel sold in 8/2001 for \$55,500. Philip Walters confirmed on 11/14/11 that he indeed purchased this lot for the expansion of his business. Philip verified the date of purchase as well as price. The purchaser also indicated this lot was publicly marketed, but we were unable to find a corresponding MLS#.



COMPARABLE SALES MAP



505 N PACE BLVD N

PENSACOLA, FL 32505

Price: \$89,000

MLS#: 394436p - CMS-LAN-Commercial
Area: (05) South Pensacola
Name:
Address: 505 N PACE BLVD N
City: PENSACOLA
County: ESCAMBIA
Bldg SqFt:
Avail SqFt: 22,500
\$/SqFt: 3.96
Zoning: C-3
Parcel ID: 000S009060019147

Status: Active
Date Listed: 07/30/2010
Zip: 32505
Acreage: 0.52
Lot Dim: 152X150
Lot Front: 152
Lot Depth: 150
Off Class:

Click photo for additional media and enlargement



Directions: North on Pace from Garden St. Vacant parcel on northwest corner of Larua St. and Pace Blvd.
Prop Desc: Vacant commercial parcel on Pace at Larua St.

Lease Info:

Financing:

Down Pymnt:	Loan Pymnt:	Cash Flow:
Gross Inc:	Ann. Exp:	NOI:
Cap Rate: %		

AreaDesc:

AgtNotes: Special addendum required ----> [Click here to report an inaccuracy on this listing](#) <----

TenantInfo:

Ind Clernc:		Ind Dock High:		Ind Grnd Lvl:
Ind Electric:		Ind Rail:		Ind Sprinkler:
SpecialSaleType:	Foreclosed	Lan Price/Acre:		Ret Anchors:
Mul Exp/Sqft:		Mul Exp Types:		Mul Exp/Unit:
Mul GRM:		Mul Num Unit:		Mul Price/Unit:
Mul Schd Inc:		Mul Vacancy:		Apx YrBlt:
AssignOfIntrst:	N	CntngncyRsn:		
Type Use:	Business, StorageMini, Professional, Showroom, SupplyStore, TireStore, Warehouse			

List Agent: (176) <u>BILLY LOVELACE</u>	Manner Comp Pd:	Agency
List Office: (CARR01) JOHN S CARR & CO., INC.	Comp: 2.5 %	
Co-Off: ()	Variable: N	
Contacts: Agent Cell Ph Agent Pager Ph Office Phone Agent Home Ph	Co-Agt: ()	
850-572-2023		
850-434-2244 251-961-2244		

--Information deemed reliable but not guaranteed--Copyright: 2011 by the Pensacola Association of Realtors, Inc.

This parcel has been on the market intermittently since 7/30/10. The list price has remained \$89,000 or \$3.96/SF during this time. This parcel is located on the northwest corner of Larua St. and Pace Blvd and situated 1 mile south of the subject property.

SALES COMPARISON GRID							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	2100 Hernandez	10170 Palafox Hwy		1400 N. Palafox St.		11 W Lenox Parkway	
Community	Pensacola	Pensacola		Pensacola		Pensacola	
County	Escambia	Escambia		Escambia		Escambia	
Proximity to Subject	N/A	8.05 Miles N		1.37 Miles E		1.85 Miles N	
Sales Price	N/A	\$46,500		\$90,000		\$60,000	
Square Footage	21,344	15,246		14,810		16,117	
Sales Price/SF	N/A	\$3.05		\$6.08		\$3.72	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjusted Price/SF		0%	\$3.05	0%	\$6.08	0%	\$3.72
Financing							
Adjusted Price/SF		0%	\$3.05	0%	\$6.08	0%	\$3.72
Conditions of Sale							
Adjusted Price/SF		0%	\$3.05	0%	\$6.08	0%	\$3.72
Time/Market Adjustment	3-Nov-11	Jan-09		Apr-09		Mar-09	
Adjusted Price/SF		-7.0%	\$2.84	-11%	\$5.41	-7.0%	\$3.46
Total Adjusted Price/SF		\$2.84		\$5.41		\$3.46	

ADDITIONAL ADJUSTMENTS							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	2100 Hernandez	10170 Palafox Hwy		1400 N. Palafox St.		11 W Lenox Parkway	
Total Adj. Sale Price/SF	N/A	\$2.84		\$5.41		\$3.46	
Location	Pace Blvd.	Palafox	0%	Palafox	-25%	Lenox	5%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Zoning	C-2	ID-1	0%	C-3	0%	C-1	0%
Road	130' & 165'	80'	10%	150' & 100'	0%	100'	10%
Gross Land Area (SF)	21,344	15,246	-10%	14,810	-10%	16,117	-10%
Utilities	Available	Similar	0%	Similar	0%	Similar	0%
Shape	Rectangular	Similar	0%	Similar	0%	Similar	0%
Corner/Interior	Corner	Interior	10%	Corner	0%	Interior	10%
Functional Utility	Average	Similar	0%	Similar	0%	Similar	0%
Total Net % Adj		10%		-35%		15%	
Total Adj Value/AC		\$3.12		\$3.52		\$3.98	

Total Gross % Adj.		37%		46%		42%	
Comparable Sale	Adjusted Indicator	% Applied	Weighted Indicator	Adjusted and Reconciled Unit	Subject Area (SF)	Indicated Market Value	
Comparable Sale #1	3.12	40.0%	\$1.25	\$3.52	21344	\$75,000	
Comparable Sale #2	3.52	25.0%	\$0.88				
Comparable Sale #3	3.98	35.0%	\$1.39				
		100%	\$3.52				



Analysis and Adjustment of Sales:

The adjustment process is typically applied through either quantitative or qualitative analysis. Quantitative adjustments are often developed as dollar or percentage amounts, while qualitative adjustments are simply expressed through relative comparison (i.e. significantly inferior). Quantitative adjustments are most applicable when the quality and quantity of data allows paired sales, cost or statistical analysis. Given the availability of data and imperfect nature of the real estate market, participants most often rely on relative or qualitative comparisons.

Combining the benefits of both qualitative and quantitative analysis, a blended adjustment technique is generally used. This is accomplished through pre-assigning quantitative adjustments for relative comparison. The following chart illustrates the blended adjustment technique.

BLENDED ADJUSTMENTS		
Qualitative Comparisons		Pre-Assigned Quantitative Adjustments
Slight Adj.		5%
Moderate Adj.		10%
Fair Adj.		15%
Significant Adj.		20%
Large Adj.		25% Plus

Market participants can often identify superior and inferior characteristics when comparing properties. Without paired sales or statistical information, applying quantitative adjustments to reflect the differences is often problematic or subjective. For this analysis, the above listed quantitative adjustments reflect the need for slight, moderate, fair, significant, or large adjustments.

Adjustments are based on our rating of each comparable sale in relation to the subject. If the comparable is rated superior to the subject property, the sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is rated inferior, its price is adjusted upward. Adjustments were considered in the elements of comparison discussed below.



Property Rights

To the best of our knowledge, all three comparable sales were of fee simple interest and therefore required no adjustment.

Financing

All three comparable sales were done on a “cash to seller” basis or at financing terms consistent with the current market and therefore required no adjustment.

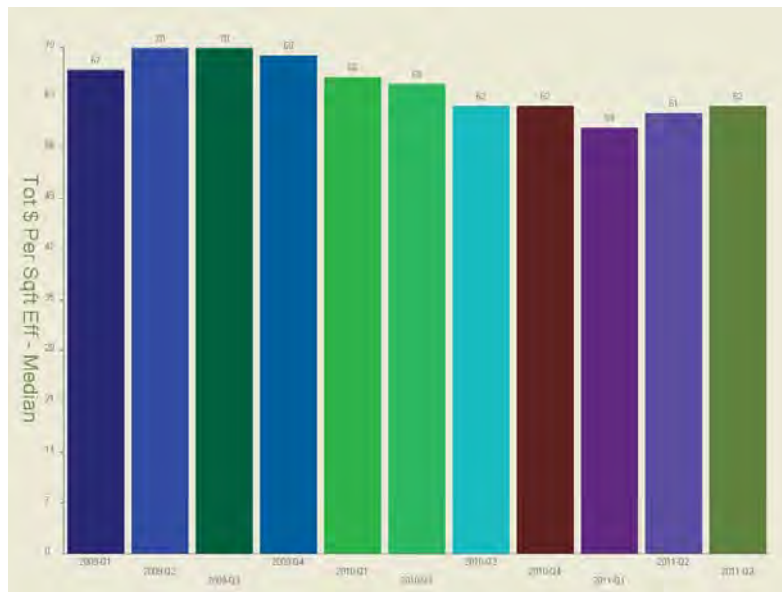
Conditions of Sale

All three sales were found to be “arms length” transactions and therefore required no adjustments.

Time/Market Adjustments

A time/market adjustment is used to reflect the appreciation/depreciation of properties over time and normally is applied to comparable sales data that are a year or more. The adjustments applied are based on a time/market study of commercial properties in the general area that indicate an appreciation rate of a certain percentage per year. There have not been enough resale transactions involving properties similar to the subject in order to derive a reliable rate of appreciation/depreciation to apply to the comparable sales. Therefore, all real property transactions since 1st quarter 2009 in Escambia County have been researched to derive some type of rate of appreciation/depreciation basis applicable to the subject comparables from a very general standpoint. We derived the adjustments by applying the quarter/year those sales transactions occurred, and subtracted the indicator from the current quarter/year. Then that number is divided by the indicator when the sales transaction occurred. In other words Sale 2 occurred in the 2nd quarter of 2009 with an indicator of 70. Currently the indicator is at 62. Therefore, $70 - 62 = 8$; $8 / 70 = -11\%$, which was applied in our grid. Subsequent to analysis of this graph, Sales 1 and 3 from 1st quarter 2009 were given a -7% adjustment.

*A graph of the REARS survey has been provided for the reader’s visual review.



Location

Location adjustments area applied for use, in this case commercial use, is quantifiable based on the number of issues such as traffic counts, convenience, parking, etc. Sale 1 is located in an area some distance from the subject, similar overall. Sale #2 is located several blocks east of the subject, in a superior area, requiring downward adjustment. Sale 3 required a modest upward adjustment for its slightly inferior location.

Topography:

The subject property and all three comparable properties have similar topography and therefore no adjustments were warranted.

Zoning:

Zoning is considered significant due to the allowable development on a certain parcel. The subject property and all three comparable sales have similar zoning and no adjustments were applied.

Road Frontage:

The subject property has a total of 295 feet of frontage between Hernandez Street and N. Pace Boulevard. Comparable Sale 2 had a similar road frontage to parcel size ratio; therefore, no adjustment was applied. Sales 1 and 3 have inferior road frontage considering these parcel's sizes in relation to the subject's size/frontage ratio; so these sales received a positive adjustment in this category.

Site Acreage:

Acreage adjustments are applied where great anomalies are apparent in the size of the comparable sales. The adjustments made here may seem analogous to the process, however, due to the laws of economy of scale, larger parcels of vacant commercial land will reflect a lower per unit value compared to smaller parcels even though the gross price of the piece may be greater. Keeping this theory in mind, Sales #1, #2, and #3, (smaller tracts) required some downward consideration.

Utilities:

All public utilities are available at or near the subject as well as all comparables. Therefore, no adjustments were necessary.

Shape:

The shape of a parcel is important for development purposes. The more rectangular a parcel is, the more a parcel can be utilized by a potential developer. All three sales were relatively similar in overall shape, not requiring any significant adjustment.

Corner/Interior:

Corner parcels in the commercial market usually sell for more than interior parcels due to their improved visibility/access. The subject property is a corner parcel. Sale 2 is as well; therefore, no adjustment was applied. Sales 1 & 3 however, are interior parcels requiring some upward adjustment.



Functional Utility

This category is utilized to address functional concerns with the properties. The subject and all three comparable sales represent fully functional sites that are all well suited to accommodate their respective uses. No adjustments needed.

Reconciliation

The range of price per square foot values has been narrowed due to the adjustments to a range of unit indications of \$3.12, \$3.52, and \$3.98 per square foot. This indicates a range in value for the subject property between \$66,593 and \$84,949. The mathematical mean of the three values per square foot is \$3.54. All three comparable sales are considered the most comparable sales available at this time for the subject property. This is due to the lack of commercial land sales in the Pensacola and Escambia County area, particularly commercial parcels.

More weight was given to Sale 1 given it required the smallest amount of gross adjustment.

Final Land Value Analysis- PARCEL #172S30-1200-011-028

Subject Site Size(SF)	Reconciled Price/SF	Overall Value
21,344	\$3.52	\$75,131
Rounded to		\$75,000

\$75,000

**SEVENTY FIVE THOUSAND DOLLARS
VALUE VIA THE DIRECT SALES COMPARISON APPROACH
PARCEL #172S30-1200-011-028**



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the methods used, and the strength of the data compiled for each technique, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The one applicable approach to value provided the following value indication:

Direct Sales Comparison Approach	\$75,000
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Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar type properties. These sales were analyzed with a quantitative/qualitative analysis and, after accounting for minor physical differences, a range of value was developed and reconciled, which is consistent with market practice. The direct sales comparison approach is felt to be a good indicator.

Final Value Opinion

The Direct Sales Comparison Approach to value lent very good support to this indication of value. After reviewing the strengths and weaknesses of the data and method for valuation, the final value opinions for the fee simple interest in the appraised property is reconciled to:

\$75,000
SEVENTY FIVE THOUSAND DOLLARS
"AS-IS" VALUE
FEE SIMPLE INTEREST
NOVEMBER 3, 2011

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.



In addition to the included assumptions and limiting conditions, the following also apply:

1. *The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
2. *The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
3. *The appraisal does not address the removable personal property situated on the subject property (i.e. storage sheds) in the estimate of value (if any).*
4. *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*
5. *It is an extraordinary assumption of this appraisal assignment that the unimproved alleyway at the rear of the property, in effect, separating the rear 25' does not have a significantly detrimental impact, primarily based on the historical trend of having these alleyways vacated." Should this assumption be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

Respectfully Submitted,



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser RZ836



ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
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 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 unless otherwise stated in this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or



other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. 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 may not use it for any purpose.
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.



QUALIFICATIONS OF APPRAISER

G. DANIEL GREEN, MAI, SRA

EDUCATIONAL BACKGROUND

Bachelor of Science in Business Administration (BSBA) degree earned - August 25, 1979, University of Florida, Gainesville, Florida. Majored in Real Estate and Urban Land Studies.

Successfully completed Course 101, Introduction to Appraising Real Property, Society of Real Estate Appraisers, University of Florida, June 1978.

Successfully completed Course 102, Applied Residential Property Valuation, Society of Real Estate Appraisers, University of Florida, November 1981.

Successfully completed Course I-A1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-A2, Basic Valuation Procedures, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-BA, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Cocoa, Florida, October, 1984.

Successfully completed Course I-BB, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Austin, Texas, September, 1986.

Successfully completed Course 2-1, Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Athens, Georgia, March, 1987.

Successfully completed "Standards of Professional Practice", American Institute of Real Estate Appraisers, Destin, Florida, July 1987.

Attended "Important Changes in Federal Home Loan Bank Board Appraisal Standards", Mobile, Alabama, April, 1988.

Attended "FNMA Update", San Destin, Florida, November, 1988.

Attended "Professional Practice and the Society of Real Estate Appraisers," Ft. Walton Beach, Florida, May 1989.

Attended "Valuation and Evaluation of Proposed Projects", Ft. Walton Beach, Florida, August 1989.



Successfully completed Course 2-2, Report Writing and Valuation Analysis, American Institute of Real Estate Appraisers, Tallahassee, Florida, August 1989.

Attended "Environmental Hazards, Florida State Standards of Professional Practice", Florida School of Real Estate, Ft. Walton Beach, Florida, September, 1992

Successfully completed "Standards of Professional Practice, Part B", Appraisal Institute, Crestview, Florida, September, 1992.

Successfully completed "Income Property Demonstration Report", Appraisal Institute, October, 1992.

Successfully completed "The Appraiser's Complete Review", Appraisal Institute, February, 1993.

Passed Comprehensive Examination for the MAI designation of The Appraisal Institute, February, 1993.

Received MAI designation, Appraisal Institute, April, 1993

Attended "Practical Approaches To Appraising Troubled Properties", Appraisal Institute, June, 1993.

Attended "Appraisal Regulations of the Federal Banking Agencies", Appraisal Institute, September, 1993.

Attended "Rates, Ratios, and Reasonableness", Appraisal Institute, September 1993.

Attended "Accrued Depreciation", Appraisal Institute, March, 1994.

Attended "USPAP Update Core Law for Appraisers", May, 1994.

Attended "Understanding Limited Appraisals and Reporting Options (General), Appraisal Institute, November, 1994

Attended "Core" Law for Appraisers, Appraisal Institute, February 1995.

Attended "Appraisers in Litigation", David Collins Real Estate Institute, November, 1996.

Attended "Environmental Risk and the R.E. Appraisal Pro", Appraisal Institute, August, 1996.

Attended "Residential Course", Appraisal Institute, May, 1997.

Attended "Standards of Professional Practice, Part A (USPAP), Appraisal Institute, June, 1997.

Attended "Standards of Professional Practice, Part B, Appraisal Institute, June and September, 1997.

Attended "USPAP Update/Florida Law", Appraisal Institute, October, 1998.



Attended "The Good, The Bad, The Board", Appraisal Institute, November, 1999.

Attended "Partial Interest Valuation - Divided", Appraisal Institute, January, 2000.

Passed HUD & FHA Examination, January, 2000.

Attended "Analyzing Operating Expenses", Appraisal Institute, August, 2000.

Attended "USPAP & Law Update", Appraisal Institute, October, 2000.

Attended "Standards, Part. C", Appraisal Institute, January, 2002.

"Real Estate Fraud", Appraisal Institute, November, 2002.

"Florida State Law and USPAP Review for R. E. Appraisers, November, 2002.

Florida Continuing Education for Real Estate Professionals, 2001-2002 Online Course.

Appraisal Institute Online Course, "Valuation of Detrimental Conditions", January 2003.

Attended "Appraisal Review-Single Family Residential." Appraisal Institute, August, 2003.

Florida Continuing Education for Real Estate Professionals and Appraisal Institute, "Working with the Appraiser and Consumer", September 13, 2004.

Florida Continuing Education, "FL State Law for Real Estate Appraisers," November, 2004.

Florida Continuing Education, "400 National USPAP 7-hour update," Appraisal Institute, November 5, 2004.

Florida Continuing Education, "Introduction to Income Capitalization," Appraisal Institute, November, 2004.

Florida Continuing Education, "Feasibility Analysis Market Value and Investment timing: Introducing the Impact of Option Value," Appraisal Institute, September 2005.

Florida Continuing Education, "Rates & Ratios: Making Sense of GIM's, OAR's, and DCF's," Appraisal Institute, September 2005.

Florida Continuing Education, "Florida Law Update," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education, "I400 National USPAP 7-hour Update Course," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education for Real Estate Professionals, 2006 online course, Bert Rodgers Schools.



Appraisal Institute Online Course, "Online Analyzing Operating Expenses," November 20, 2006.

Appraisal Institute Course, "Rates and Ratios," Las Vegas, NV July 16, 2007

Appraisal Institute Course, "The Real Estate Economy - What's in Store for 2008" July 17, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation" December 26, 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation," December, 26 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

McKissock, "Florida Supervisor/Trainee Roles and Relationships," September 23, 2008

McKissock, "Florida Appraisal Laws and Regulations," September 24, 2008

Appraisal Institute Course, "USPAP," November 12, 2008

Florida Continuing Education, "Florida Law/Rules Roles and Responsibilities Site Valuation and Cost Approach," 25-hours Real Estate Education Specialists, August 27, 2009

Appraisal Institute Course, "Analyzing the Effects of Environmental Contamination on Real Property," September 9, 2010

McKissock, "Florida Supervisor / Trainee Roles and Relationships," October 3, 2010

McKissock, "Florida Appraisal Laws and Regulations," October 3, 2010

Appraisal Institute Course, "The Lending World in Crisis - What Clients Need Their Appraisers to Know Today," May 13, 2011



WORK EXPERIENCE

Real Estate Salesman - The House of Real Estate, Incorporated, Gulf Breeze, Florida, 1977.

Real Estate Appraisal - G. Pratt Martin and Associates, Incorporated, Pensacola, Florida, 1978.

Real Estate Appraisal - F. Earle Adkinson and Associates, Incorporated, Pensacola, Florida -Since graduation, August, 1979. Promotion to Vice-President November, 1981.

Real Estate Appraisal - Partner - Presley, Hufford& Green, Realtors, Pensacola, Florida, established June 1, 1982.

Real Estate Appraisal - Secretary/Treasurer and Co-owner - The Hufford-Green Company, Pensacola, Florida, established August 1985.

Real Estate Appraisal - President, Sole owner - G. Daniel Green and Associates, Inc., Gulf Breeze, Florida, established December, 1988.



ASSOCIATION MEMBERSHIPS

SRA designation, Appraisal Institute
MAI designation, Appraisal Institute
FHA approved
1990 Vice President - Chapter 215, Society of Real Estate Appraisers
Chairman, 1996, Standards Review Committee, NW Florida Chapter, Appraisal Institute
President Elect 2010 NW Florida Chapter, Appraisal Institute

PROFESSIONAL AFFILIATIONS

Licensed Real Estate Broker, Florida Real Estate Commission
Member - Pensacola Association of Realtors
Northwest Florida Homebuilders Assoc.
1994-1995 HBA Land Use Committees
1994-1995 HBA Growth Management Committees
1995 Adhoc Committee, Santa Rosa Island Authority, Santa Rosa Island Ordinances
1996 Chairman, Santa Rosa Island, Commercial Lease Extension Committee
Pensacola Chamber of Commerce
United States Chamber of Commerce
Florida Chamber of Commerce
Gulf Breeze Chamber of Commerce
Business Leaders
SERTOMA
Escambia County Marine Recreation Committee
2004 ADHOL Committee
Santa Rosa Island Authority: Commercial Lease Extension Committee
Managing Committee Member Zone Data Systems

Some of the clients that I have had the pleasure to complete appraisal reports for are:

Coastal Bank and Trust	SunTrust Bank
Pen Air Federal Credit Union	SunTrust Mortgage
People's First Community Bank	Hancock Bank
Bank of America	Access Mortgage
First National Bank of Florida	Federal Marshall
1st American Bank	City of Pensacola
Compass Bank	Navy Federal Credit Union
First Union National Bank	Relocation Companies
First South Bank	Wachovia Bank, N.A.
Regions Mortgage	Compass Bank
Regions Bank	Adams Homes of NW FL
Local Attorneys and Private Developers	GMAC Mortgage
Gulf Breeze Chamber of Commerce	United Bank



PROFESSIONAL EXPERIENCE

I entered the field of Real Estate in the summer of 1977. My experience in property marketing initiated interest in the appraisal area. Since 1978, I have devoted my time to the study of real estate appraisal, combined with practical experience. This experience has included proposed and existing appraisals of single and multifamily residences, fast-food restaurants, retail establishments, office buildings, hotels, motels, churches, industrial warehousing, night clubs, acreage, subdivisions developments and specialized properties.

I have been qualified as an expert witness in Federal Court.

I have been qualified as an expert witness in Escambia County Circuit Court.

I have been qualified as an expert witness in Santa Rosa County Circuit Court.

PROFESSIONAL REFERENCES

Regions Realty Services
215 Forrest St.
Hattiesburg, MS 39401
Tom Kennedy
(850)444-1000

Adams Homes
3000 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563
Mr. Wayne Adams, President
(850)934-0470

Coastal Bank and Trust
400 Garden Street
Pensacola, FL 32502
Ms. Jamie Brazell
(850)475-3013

Beach Community Bank
17 SE Eglin Parkway
Ft. Walton Beach, FL 32549
Mr. Tony Hughes, President
(850)244-9900

Summit Bank, NA
P.O. Box 13523
Pensacola, FL 32591
Ms. Patti Clark
(850)433-5350

Gulf Coast Community Bank
40 N. Palafox Street
Pensacola, Florida 32502
Mr. Buzz Ritchie, President
(850)434-9300

First National Bank
1289 Airport Blvd.
Pensacola, FL 32504
Mr. Bill Peiler, Sr. Vice Pres.
(850)479-9601x4145



ADDENDA



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

Public Works Department
3363 West Park Place
Pensacola, FL 32505
(850) 595-3440
(850) 595-3444
www.myescambia.com

Date: 10/19/2011

Appraiser: G. Daniel Green & Associates, Inc.

Property to be Appraised: 2100 W. Hernandez St.

Parcel ID: 172S301200011028

Date of Market Value: Date of Inspection

Interest to be Appraised: Fee Simple

Report Type: Summary Narrative

Fee (Including all Expenses): \$1,400.00

Escambia County Contact Person: Larry Goodwin/Judy Cantrell

Contact For Property Access: David Galloway Phone: 457-4717 (home); 380-8750 (cell)

Required Completion Date: 10/13/2011 Report Delivery: Hard Copy | Electronic

Dear Appraiser:

Escambia County hereby requests your services in providing a Summary Appraisal on the above referenced real estate, including all applicable valuation approaches. Regulations require the appraisal to be signed by the Appraiser to whom the engagement letter is addressed.

The purpose of the appraisal is to estimate the Market Value of the interest in the above-captioned real estate. Regulations and guidelines require an "as is" value consisting of "the current market value of the property in its actual physical condition and subject to the zoning in effect as of the date of the appraisal (a current date of value)."

The intended user/client is Escambia County and/or it's affiliates with an intended use for acquiring the parcel of property for drainage improvements.

Under the Gramm-Leach-Bliley Act, all provided information concerning the subject property and borrower, as well as the opinions and results of the appraisal, are confidential and cannot be distributed/ discussed with any other user/client without prior written approval from Escambia County. You are authorized to commence with the appraisal upon acceptance of this engagement letter and its prompt return to the Bank within the specified time as noted in this letter agreement. The above referenced, agreed upon appraisal fee is a gross fee, inclusive of all expenses, and will be paid as specified in this letter agreement. In order to comply with federal regulations, the appraisal is required to conform to the following minimum standards:

1) Compliance:

- a. The Appraisal must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) and all of the related USPAP Supplemental Standards;
 - i. And the appraisal guidelines and requirements pursuant to FIRREA;
 - ii. And for members of the Appraisal Institute the Code of Professional Ethics and Standards of Professional Appraisal Practice will apply and must be stated in the appraisal summary report.
- b. The Appraiser and this Appraisal must conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for all residential appraisals.



2) Format: Your appraisal(s) must be in writing and contain sufficient information and analysis to support the value. According to the OCC 2006-27 revisions to the USPAP, Scope of Work (SOW) Appraiser must determine an appropriate Scope of Work that should be performed to produce "credible assignment results".

3) Site Inspection: The subject property is to be physically inspected thoroughly both interior and exterior by the appraiser, unless otherwise directed by client in writing.

4) Deductions: The Appraisal must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units;

5) Market Value: Your opinion must be based on market value. "Market Value" as defined by par 323.2 (g) of FDIC Rules and Regulations means 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:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. 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.

6) Certified Appraiser: The Appraisal must be performed and signed by an appraiser certified in the state where the property is located, state certified general appraiser for commercial properties or when applicable for residential properties a state certified residential real estate appraiser.

Deliver to: Escambia County

Please note that neither your engagement to make this appraisal (or any future appraisals for this client) nor any compensation therefore are contingent upon the reporting of a predetermined value, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event. Please show your agreement and understanding of this engagement letter with your signature in the space provided below and return (via U.S. Mail, Facsimile, or attachment to email) at your earliest convenience. Any questions regarding this engagement letter or concerns arising during the valuation of the subject property should be directed to the undersigned. Thank you for your consideration and service.

Sincerely,
Judy Cantrell

Real Estate Acquisition Specialist
Escambia County Public Works Department

Accepted Appraiser: G. Daniel Green Date: 10/19/11
 State Certified General Appraiser # RZ 936 (Commercial Properties)
 State Certified Real Estate Appraiser # _____ (Residential Properties)



Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY


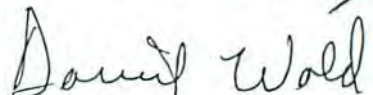
A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



Authorized Signatory

By  President
Attest  Secretary



Schedule A

COMMITMENT

1. Effective Date: 1/31/2012 at 8:00 A.M.

File No. 015212

2. Policy or Policies to be issued:

Proposed Amount of Insurance: TBD

a. 2006 ALTA Owner's Policy with Florida Modifications: \$ _____

Proposed Insured: Escambia County, Florida

Premium: TBD

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

David F. S. Galloway, III by Corrective Warranty Deed in OR 5493 Page 259 and Quit Claim Deed in OR

5. The land referred to in this Commitment is described as follows:

A portion of Block 28, Highland Park Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Deed Book 69 Page 616 of the public records of said county, more particularly described as follows: The East 25.0 feet of the South 25.0 feet of Lot 6; the South 25.0 feet of Lots 7, 8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10, and the West 15.0 feet of Lot 11, and all of Lots 12, 13, and 14, inclusive; and the East 25 feet of Lot 15; along with the 20 foot alley running East and West in the center of said Block 28.

TA#17-2S-30-1200-011-028 Delano Drainage

For Data Collection Purposes Only:

Residential


Non-Residential

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

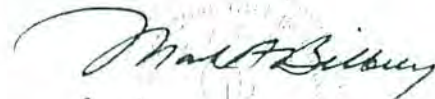
A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

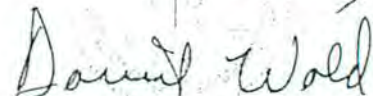
[]
Authorized Signatory

By



President

Attest



Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 015212

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - (A) Secure and Record Warranty Deed from David F. S. Galloway, III to Escambia County, Florida.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - (A) Secure and Record Partial Release of Mortgage executed by David F. S. Galloway, III to AmSouth Bank dated 10/13/04 recorded 11/01/04 in OR 5516 Page 617 for \$101,825.25 or same will be an exception in final policy.
 - (B) Secure and Record Affidavit that the David Galloway in that certain Order for Default Judgment in OR 6754 Page 216 is not one and the same as the David F. S. Galloway, II in Warranty Deed in OR 5418 Page 257 or same must be released of record as to Caption.
 - (C) Require payment of taxes for 2011.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 015212

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

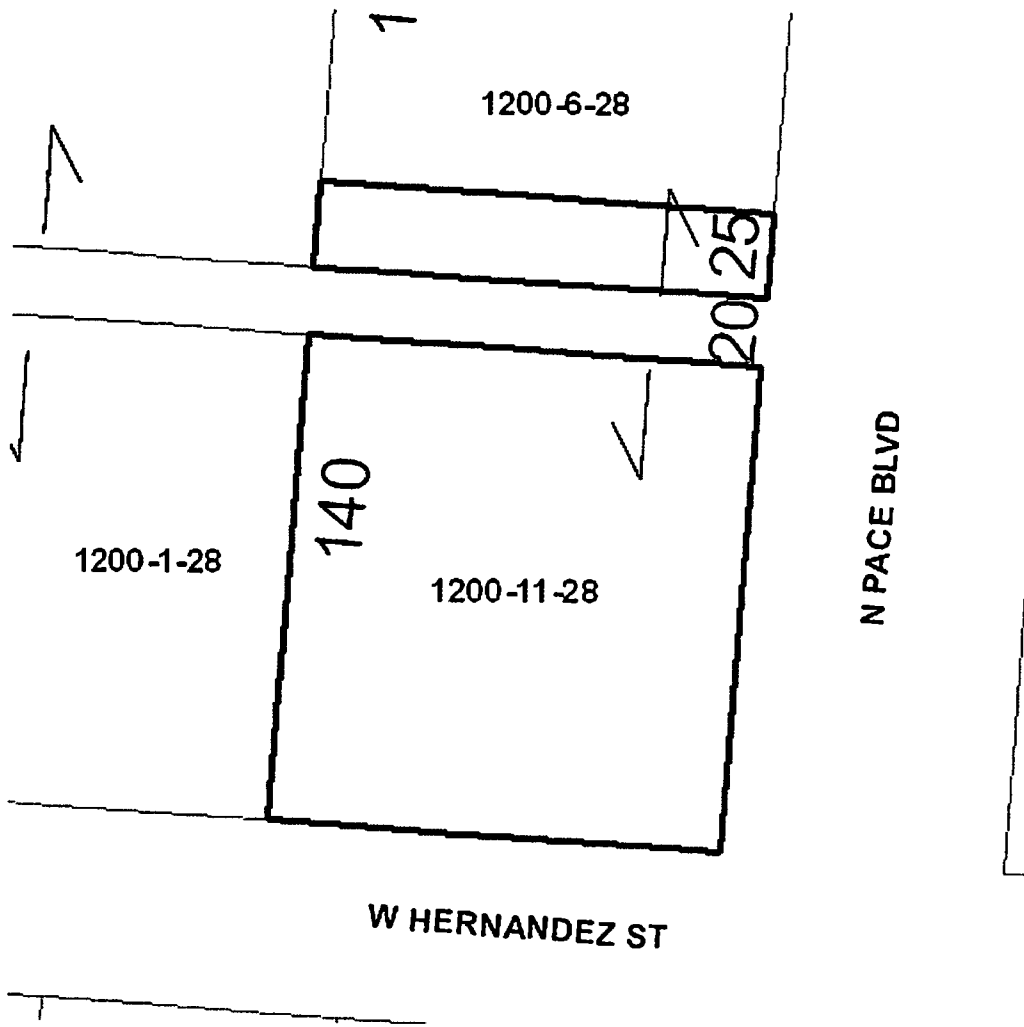
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.
8. Subject to right of way of Hernandez Street.
9. Subject to Conditions of Plat of Highland Park recorded in Deed Book 69 at Page 616.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



DEED DOC STAMPS PD & ESC CO \$ 0.70
09/07/04 ERNIE LEE MAGANA, CLERK

This instrument prepared by:
CHARLES C. SHERRILL
435 East Government Street
Post Office Box 12316
Pensacola, Florida 32591

Rec. Fee	\$	<u>1⁰⁰</u>
Doc. Stps	\$	<u>1⁰⁰</u>
Total	\$	<u>2⁰⁰</u>

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**CORRECTIVE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That each of the undersigned, DAVID F. S. GALLOWAY, AS TRUSTEE, and DAVID F. S. GALLOWAY, INDIVIDUALLY, hereinafter referred to as "Grantor" (whether singular or plural), whose mailing address is P. O. Box 17507, Pensacola, Florida, 32522, for and in consideration of TEN DOLLARS and other good and valuable consideration, the receipt whereof is hereby acknowledged, does bargain, sell, convey, confirm and grant unto DAVID F. S. GALLOWAY, III, whose mailing address is the same, hereinafter referred to as "Grantee" (whether singular or plural), the heirs, personal representatives, successors and assigns of Grantee, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida (the "Property"):

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at Page 616 of the public records of Escambia County, Florida, more particularly described as follows:

All of Lots 1 through 5, inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the South 25.0 feet of lots 6,7,8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 11, and all of lots 12 through 20, inclusive; along with 20.0 foot alley running East and West in the center of said Block 28; containing 1.62 acres, more or less.

This Corrective Warranty Deed is being executed to confirm that title is and has been vested in David F. S. Galloway, individually, since that certain deed (the "Original Deed"), dated June 20, 1975 and recorded in Official Record Book 911 at Page 329, despite the fact that the Grantee in that deed was inadvertently referred to as "David F. S. Galloway as Trustee".

Said property does not constitute the Homestead of Grantor. Said property is commercial in nature.

Grantee's Social Security Number is: unavailable

The County Property Appraiser's Parcel No. with respect to the above-described property is: 172S301200001028

Subject to taxes for current year and subsequent years, to easements, encumbrances and restrictions of record affecting the above property, if any, (which are not hereby reimposed), to

matters appearing on the Plat, if there is a recorded plat, as all of the foregoing affect said property, to zoning restrictions, prohibitions and requirements imposed by governmental authorities, and to all prior reservations of oil, gas and other minerals.

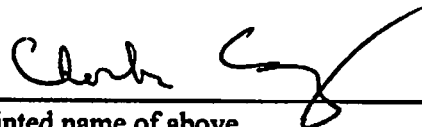
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And Grantor covenants that except as may be limited elsewhere herein Grantor is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance, and that Grantor's heirs, personal representatives, successors and assigns, unto the said Grantee, the heirs and assigns of Grantee, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend. "Grantor" and "Grantee" are used for singular or plural, as the context requires.


IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the 3rd day of September, 20, 2004.

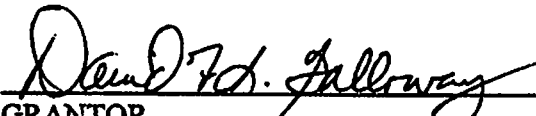
RCD Sep 07, 2004 03:08 pm
Escambia County, Florida

Signed, sealed and delivered in the presence of the following witnesses:


Printed name of above witness: CHARLES C. SHERRILL JR


GRANTOR


Printed name of above witness: C Sherrill


GRANTOR

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-283961

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on the 3rd day of September 2004, by David F. S. Galloway, as Trustee and David F. S. Galloway individually, who is personally known to me and who did (did not) take an oath.

Signature of person taking acknowledgment:
Name of person taking acknowledgment:
(typed, printed, or stamped)



NOTARY PUBLIC
Date of Commission Expiration: _____



C. C. SHERRILL
MY COMMISSION # DD 144772
EXPIRES: September 28, 2008

This instrument prepared by:
Charles C. Sherrill
435 East Government Street
Post Office Box 12316
Pensacola, FL 32591-2316

Rec. Fee \$ 10

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AFFIDAVIT REGARDING NONEXISTENCE
OF TRUST

Before me, the undersigned authority, personally appeared DAVID F. S. GALLOWAY, III, who, being first duly cautioned and sworn, deposes and says:

1. This Affidavit is executed by DAVID F. S. GALLOWAY, III, , whose address is P. O. Box 17507, Pensacola, Florida, 32522.

2. Affiant has personal knowledge surrounding the purchase of the following described property:

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at Page 616 of the public records of Escambia County, Florida, more particularly described as follows:

All of Lots 1 through 5, inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the South 25.0 feet of lots 6,7,8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10; the West 15.0 feet of Lot 11; and all of lots 12 through 20; inclusive; along with 20.0 foot alley running East and West in the center of said Block 28; containing 1.62 acres, more or less; (the "PROPERTY").

3. The purchaser of the Property, and the Grantee of that certain deed (the "Original Deed" dated June 20, 1975 and recorded in Official Record Book 911 at Page 329, is and was DAVID F. S. GALLOWAY, III, despite the inadvertent and unintended reference to "as Trustee" appended to the name of the Grantee in that deed. The addition of the words, "as Trustee", to the name of the Grantee in the Original Deed was inadvertent, was unintended and, therefore, constituted a scrivener's error.

4. At the time of the preparation of, execution of and recordation of the Original Deed, through the date of this affidavit there has existed no trust. Therefore, at the time of the

RCD Sep 07, 2004 03:08 pm
Escambia County, Florida

Original Deed, there had been no Trustee appointed. DAVID F. S. GALLOWAY, III, has been the sole owner of the Property since the execution and recordation of the Original Deed.

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-283962


DAVID F. S. GALLOWAY, III

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was sworn to and subscribed to before me on the 3rd day of September 2004, by David F. S. Galloway, individually, who is personally known to me and who did (did not) take an oath.

Signature of person taking acknowledgment:
Name of person taking acknowledgment:
(typed, printed, or stamped)



NOTARY PUBLIC

Date of Commission Expiration: _____

C:\wp\td\Galloway D\Corr\WDAffidavit aff.fm



G. G. SHEPPARD
MY COMMISSION # DD 144772
EXPIRES: September 28, 2006

QUITCLAIM DEED

State of Florida

1776/355

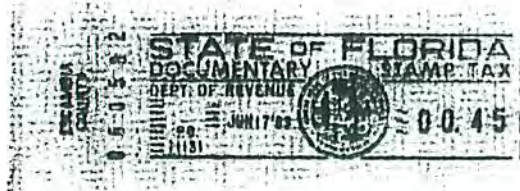
ESCAMBIA County Post Office Box 17507, Pensacola, Florida 32522
Grantees' Address

Know All Men by These Presents: That DOUGLAS E. KILLINGER

for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do remise, release and quitclaim to DAVID F. S. GALLOWAY, III, his

heirs, executors, administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69, at page 616 of the public records of Escambia County, Florida; more particularly described as follows: The East 25 feet of the South 25 feet of Lot 6, the South 25 feet of Lots 7, 8 and 9; also the South 25 feet of the West 15 feet of Lot 10; the West 15 feet of Lot 11, all of Lots 12, 13 and 14; and the East 25 feet of Lot 15, along with a 20 foot alley running East and West in the center of said Block 28; containing 0.55 acres, more or less.



To have and to hold, unto the said grantee his heirs and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of June, 1983.

Signed, sealed and delivered in the presence of

Kimberly A. Henderson
Kimberly A. Henderson

Douglas E. Killinger
DOUGLAS E. KILLINGER (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of FLORIDA
County of ESCAMBIA

Before the subscribed personally appeared Douglas E. Killinger

known to me to be the individual described by said name and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of June, 1983.

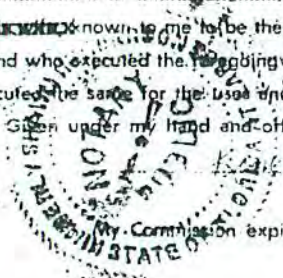
Kimberly A. Henderson
Notary Public

My Commission expires 2/18/85

CLERK FILE NO.

JUN 16 3 23 PM '83
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. 50

217392



Escambia County Tax Collector

generated on 1/24/2012 9:02:51 AM CST

Tax Record

Last Update: 1/24/2012 9:02:50 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06-1185-100	REAL ESTATE	2011			
Mailing Address GALLOWAY DAVID F S III PO BOX 17507 PENSACOLA FL 32522		Property Address 2100 W HERNANDEZ ST BLK GEO Number 172S30-1200-011-028			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	06				
Legal Description (click for full description)					
172S30-1200-011-028 2100 W HERNANDEZ ST BLK E 25 FT OF S 25 FT OF LT 6 S 25 FT OF LTS 7 8 & 9 S 25 FT OF W 15 FT OF LT 10 W 15 FT OF LT 11 ALL OF LTS 12 13 & 14 AND E 25 FT OF LT 15 ALG WITH 20 FT ALLEY RUNNING E & W IN See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	41,838	0	\$41,838	\$291.84
PUBLIC SCHOOLS					
By Local Board	2.2480	41,838	0	\$41,838	\$94.05
By State Law	5.5730	41,838	0	\$41,838	\$233.16
SHERIFF	0.6850	41,838	0	\$41,838	\$28.66
WATER MANAGEMENT	0.0400	41,838	0	\$41,838	\$1.67
Total Millage		15.5215	Total Taxes		\$649.38
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$11.00			
Total Assessments					\$11.00
Taxes & Assessments					\$660.38
If Paid By				Amount Due	
1/31/2012				\$647.17	
2/29/2012				\$653.78	
3/30/2012				\$660.38	
4/30/2012				\$680.19	

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

61.00
334.6
23.69

92-731-7000005911

Mortgage and Security Agreement **AMSouth**

OR BK 5516 P80617
Escambia County, Florida
INSTRUMENT 2004-297589

State of FLORIDA }
Escambia County

MTS DOC STRIPS PO @ ESC CO 1 336.65
11/01/04 ERNIE LEE WREPPA, CLERK

INTENSIBLE TRM PO @ ESC CO 1 202.65
11/01/04 ERNIE LEE WREPPA, CLERK

Mortgage and Security Agreement

THIS MORTGAGE, made as of October 13, 2004 between
DAVID F.S. GALLOWAY, III

whose address is
2107 W. JORDAN ST
PENSACOLA, FL 32505

address is 70 NORTH BAYLEN STREET (herein called "Mortgagor") and AmSouth Bank, whose
PENSACOLA, FL 32501 (herein called "Mortgagee").

Whereas COOLING & HEATING SUPPLIES, INC. is (are) justly indebted to Mortgagee in the principal sum of One Hundred One Thousand Eight Hundred Twenty Five AND 25/100 dollars (\$ 101,825.25), together with interest thereon as evidenced by that certain promissory note (the "Note," which term shall include any modification, renewal, extension or alteration thereof hereafter executed), dated of even date.

If the Note has a final maturity of more than fifteen (15) years from this date, the final payment is due on or before October 13, 2009 (if blank, not applicable).

NOW THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by the Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements, and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign and convey unto Mortgagee, and where applicable, grant a security interest in:

1. THE MORTGAGED PROPERTY

1.1 All of the land in ESCAMBIA County(ies), Florida, described below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY: DEBORAH R JOHNSON

RETURN TO: AmSouth Bank
Consumer Loan Operations
PO Box 1984
Birmingham, AL 35201

APPLICATION # 920510 20042050904040 FL COOLING & HEAT 92 591674637

together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, title, interests, and claims of any Mortgagor, whatsoever, in law as well as in equity in and to all or any part of the foregoing (the "Lands"), and any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements");

DR BK 5516 P80618
Escambia County, Florida
INSTRUMENT 2004-297589

1.2 All fixtures now or hereafter located on the Lands or affixed to the improvements (the "Fixtures");

1.3 All insurance policies maintained with respect to any of the foregoing, including all proceeds thereof and any rights to any refund of premiums thereunder;

1.4 All rents, profits, issues, leases and revenues of any of the foregoing from time to time accruing, whether under leases or tenancies now existing or hereafter created, together with all leases and rights under leases, provided however that permission is hereby given to Mortgagor, so long as there is no default hereunder, to collect, receive and use current rents no more than 30 days in advance;

1.5 All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of any of the foregoing or any part thereof or of any right or privilege accruing thereto, including without limitation any and all payments from voluntary sale in lieu of condemnation or the exercise of eminent domain;

1.6 All proceeds, products and replacements of or accessions to any of the foregoing;

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns forever. As to any personal property or fixtures, this Mortgage is a self operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Florida Uniform Commercial Code.

All property described in paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 is herein referred to collectively as the "Mortgaged Property." The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used in connection with, the operation of any other foregoing items of Mortgaged Property.

PROVIDED ALWAYS, that if the aggregate of all sums constituting the debt is paid in full, if the covenants and agreements of Mortgagor in all guaranties or security agreements securing all sums constituting the Debt are fully paid and performed, if Mortgagor repays and reimburses for any amounts Mortgagee pays or advances under this Mortgage, and if Mortgagor fulfills all of its obligations under this Mortgage, then this conveyance shall be null and void, but shall otherwise remain in full force and effect.

2. COVENANTS OF MORTGAGOR

2.1 **Warranty of Title: Representations and Warranties.** Mortgagor covenants, warrants and represents to Mortgagee that Mortgagor is indefensibly seized of the Mortgaged Property in fee simple, that Mortgagor has the right to mortgage and convey the Mortgaged Property, that the Mortgaged Property is free of all encumbrances except those shown above (the "Permitted Encumbrances"), that Mortgagor will defend title to the Mortgaged Property against the claims of all persons whomsoever, that Mortgagor will provide such further assurances as Mortgagee deems convenient or necessary to perfect title in Mortgagee, and that Mortgagor has lawful access to the Lands from a public road.

2.2 **Compliance with Terms of Debt.** If Mortgagor is a maker on the Note, Mortgagor will promptly pay as and when due any and all installments of the Debt. If any Mortgagor has executed a guaranty or security agreement to secure the Debt, Mortgagor will promptly comply with and observe the terms, agreements and covenants of such guaranty or security agreement. Mortgagor shall in all events cause any maker of the Note and any Obligor of the Debt to comply fully with such maker's or obligor's obligations to Mortgagee.

2.3 **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now or hereafter imposed, levied or assessed against the Mortgaged Property. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred.

2.4 **Insurance.** Mortgagor shall keep the Mortgaged Property continuously insured in such manner and with such companies as may be satisfactory to Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against such loss by other perils as Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any payable to Mortgagee as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the Improvements unless Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor shall be delivered to Mortgagee and must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. In the event of a loss, Mortgagor shall give immediate notice by mail to Mortgagee of such loss and Mortgagor's estimate of the amount of such loss. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee; and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness or obligations hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or obligations secured hereby, all right, title and interest of Mortgagor in and to any Insurance policies then in force shall pass to the purchaser or grantee.

2.5 **Eserow for Taxes and Insurance.** Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of each month (or on the due date of each normal monthly installment), an amount equal to any or all of the following amounts: (i) one-twelfth (1/12th) of the yearly taxes and assessments on the Mortgaged Property as estimated by Mortgagee, (ii) one-twelfth (1/12th) of the yearly premium for insurance policies on the Mortgaged Property as estimated by Mortgagee, and (iii) such additional amount as is sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and similar charges against the Mortgaged Property and all premiums for insurance policies maintained in force on the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of default under this Mortgage, funds held by Mortgagee pursuant to this paragraph may be applied by Mortgagee to the Debt in such manner as Mortgagee may in its sole discretion determine.

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2.6 Condemnation. If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall at the option of Mortgagee, become immediately due

and payable. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note.

2.7 Care of Mortgaged Property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep the same and the Improvements and Fixtures in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

2.8 Mortgagee's Rights, Etc. In the event Mortgagor fails to pay and/or discharge any taxes, assessments, liens, levies, liabilities, obligations and encumbrances against any of the Mortgaged Property, or fails to keep the Mortgaged Property insured or to deliver the policies, pay premiums, or fails to repair the Mortgaged Property or to have performed environmental studies as herein agreed, Mortgagee is hereby authorized at its option to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs and studies, and to enter upon and have its agents enter upon the Mortgaged Property for any of such purposes, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee for such purposes shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

2.9 Payment of Expenses. Mortgagor shall pay and shall indemnify and hold Mortgagee harmless from: (a) all documentary stamp taxes, intangible taxes, and any interest or penalties thereon, which may be due on this Mortgage, the Note, or the Debt, (b) all the costs and charges and expenses, including reasonable attorneys' fees, disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee in seeking to enforce or preserve Mortgagee's rights under the Note, this Mortgage and any other instrument securing the Debt, (c) all liability, loss, costs or expense (including attorneys' fees) of Mortgagee arising from the breach of any covenant, warranty or representation contained in this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, without notice demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

2.10 No Transfer. Mortgagor shall not make, suffer or permit the sale, transfer, conveyance, or lease of all or any part of the Mortgaged Property or any interest therein without the prior written consent of Mortgagee, and any such sale, conveyance, transfer or lease made without Mortgagee's prior written consent, shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default. Mortgagor shall immediately notify Mortgagee of any sale, transfer, conveyance or lease of all or any part of the Lands or Improvements. Notwithstanding the foregoing, (a) Mortgagor may enter into leases whose maximum term (including all renewal options) does not extend more than three years from the date of execution of such lease, provided that no such lease contains any option to purchase any interest in the Lands or Improvements, and (b) a transfer by devise, descent or operation of law upon the death of a Mortgagor who is a joint tenant shall not be deemed to be prohibited hereby. Any breach of this paragraph shall constitute an "Event of Default."

2.11 Additional Documents. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refilled at such time and in such offices and places as shall be deemed desirable, such further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property (except for Permitted Encumbrances), whether now owned or hereafter acquired, or in order to correct any mistake or clerical error. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

2.12 Notification. Mortgagor shall immediately notify Mortgagee of (a) any Event of Default or any occurrence which, with the giving of notice or lapse of time or both would constitute an Event of Default, (b) the institution of any administrative proceeding (e.g., rezoning, environmental proceedings, etc.) or court proceeding concerning or affecting the Mortgaged Property, (c) the occurrence of any discharge or spill of Hazardous Substances (as defined in Section 2.13 below) on the Lands and (d) the actual or suspected presence of any chemical compound or substance in ground water or soils on the Lands in excess of permissible limits under applicable environmental laws. Failure to provide such notice within 15 days shall constitute an Event of Default.

2.13 Environmental. As used in this mortgage, the term "Hazardous Substances" shall mean and include, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Mortgaged Property or in the improvements on the Mortgaged Property, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Mortgaged Property or utilized in the construction of the improvements on the Mortgaged Property, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Mortgaged Property, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property, (d) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Mortgaged Property has been artificially filled, and (f) Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein false or misleading in any respect. Mortgagor represents, warrants and covenants that, with respect to any release of a Hazardous Substance on or under the

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Mortgaged Property or any contiguous property, the Mortgagor will: (a) cooperate fully, assist and provide access to persons who are authorized by the appropriate governmental agency to conduct response and cleanup activities at the Mortgaged Property; (b) comply with any land use controls or restrictions established or relied on in connection with the response action at a facility and not impede the effectiveness or

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integrity of any institutional control employed at the facility in connection with the response action; (c) exercise appropriate care in response to any such release, which shall include without limitation, taking reasonable steps to stop the release and prevent future releases, notifying appropriate governmental agencies of the situation and erecting and maintaining signs or fences to prevent or limit human, environmental or natural resource exposure to Hazardous Substances; and (d) comply with all information requests from the appropriate governmental agencies.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding paragraph, (ii) Mortgagor's failure to perform any obligations of the preceding paragraph, (iii) Mortgagor's or the Real Estate's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this Mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

3. EVENTS OF DEFAULT

3.1 Events of Default. Any one of the following shall constitute an Event of Default: (a) failure to pay, as and when due and payable, or, if a grace period is provided, within such applicable grace period, any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Debt; (b) any occurrence specifically designated by any provision of this Mortgage as an Event of Default; (c) failure to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage or any other instrument evidencing or securing the Debt for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure; (d) the passage of any law (i) which authorizes the imposition of any specific tax upon this Mortgage and which precludes Mortgagor from paying such tax or which permits or authorizes the deduction of any such tax from the principal or interest of the Debt, or (ii) by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against Mortgagee; (e) if any Mortgagor or any maker, guarantor or endorser of the Note or all or any portion of the Debt: (i) becomes a bankrupt or debtor, whether voluntarily or involuntarily, under any provision of the Federal Bankruptcy Code or other federal or state laws relating to insolvency or debtor relief, (ii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution, or similar relief for itself under any law relating to bankruptcy, insolvency, or other relief for debtors, or (iii) seeks, consents to acquiesce in, or suffers the appointment of any trustee, receiver, master or liquidator of itself or any part of the Mortgaged Property, or (iv) makes any general assignment for the benefit of creditors, or (v) makes any admission in writing of its inability to pay its debts generally as they become due; (f) any breach of any warranty or material untruth of any representation contained in the Note, this Mortgage or any other instrument evidencing, securing or pertaining to the Debt, including any loan agreement related thereto.

4. REMEDIES OF MORTGAGEE

4.1 Acceleration. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and all other sums constituting the Debt and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

4.2 Other Remedies. If an Event of Default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note and/or all or any part of the Debt or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as a entirety or in separate lots or parcels, the Mortgaged Property under the judgement or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to seek appointments of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income, or other benefits thereof and apply the same as the court may direct and such receiver shall have all rights and powers permitted under law, and (e) to pursue any other remedy available to it, including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor, and to obtain sequestration of rents as provided by Florida statutes. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

4.3 No waiver; Non-Exclusive Remedies. No delay or omission of Mortgagee of any holder of the Note and Mortgage to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or be construed as a waiver of any such Event of Default or constitute acquiescence therein. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument evidencing or securing the Debt is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, or any other instrument evidencing or securing the Debt, or now or hereafter existing at law, in equity or by statute.

5. MISCELLANEOUS

5.1 Negative Amortization. This Mortgage secures any negative amortization or deferred interest accruing under the Note. Such negative amortization and deferred interest may cause the outstanding principal balance of the Debt to increase from time to time over the face amount of the Note. A copy of the Note and a statement of the principal balance outstanding may be obtained from Mortgagee by written request at Mortgagee's address written above.

5.2 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee or otherwise, as are made within 15 years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed twice the face amount of the Note plus interest thereon, and plus, as permitted by Florida statutes, any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, and if this Mortgage secures a construction loan agreement, any advances or disbursements made under such construction loan agreement to enable completion of the contemplated improvement, with interest on such disbursements at the Default Rate.

5.3 Prior Mortgages. (a) If mortgages are listed above as "Permitted Encumbrances," the lien of this Mortgage may be subject to one or more prior mortgages which encumber all or a portion of the Mortgaged Property. Any mortgage to which the lien of this Mortgage is inferior in whole or part is herein referred to as a "prior mortgage." If no prior mortgages are listed, then the existence of any prior mortgage constitutes a default which entitles Mortgagee to exercise all remedies available on default notwithstanding Mortgagee's exercise of its rights under this paragraph.

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(b) Mortgagor hereby covenants and agrees (i) to observe and perform promptly all of the covenants and conditions contained in any prior mortgage and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to notify Mortgagee in writing immediately of any default in the performance and the observance of any of the terms, covenants or conditions to be performed or observed under any prior mortgage and promptly to cause to be delivered to Mortgagee a copy of each notice given by the Mortgagee under any prior mortgage.

(c) In the event Mortgagor fails to make any payments required under any prior mortgage, to perform any of the terms, covenants and conditions required to be performed or observed under any prior mortgage, or to do any act set forth in the preceding subparagraph, then Mortgagee may, but without obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereto, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under any prior mortgage. Upon receipt by Mortgagee of any written notice of default under any prior mortgage, Mortgagee may rely thereon and take any action it deems necessary to cure such alleged default even though the existence of such alleged default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter upon the Mortgaged Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such alleged default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay counsel's attorneys' fees.

(d) Any default under any prior mortgage shall constitute an Event of Default under this Mortgage.

(e) Mortgagor hereby irrevocably designates Mortgagee as its attorney-in-fact to (i) perform or observe on behalf of Mortgagor any covenant or condition which Mortgagor fails to perform or observe under any prior mortgage, whether or not any applicable grace period has lapsed, (ii) exercise the right of Mortgagor to prepay any prior mortgage at any time after an Event of Default under this Mortgage has occurred and shall be continuing, Mortgagee being specifically given the right to incur on behalf of Mortgagor any prepayment charge or penalty under any prior mortgage or the indebtedness which it secures.

(f) Mortgagor irrevocably authorizes the holder of any prior mortgage to disclose to Mortgagee (i) the amount of such indebtedness secured by the prior mortgage, the amount of indebtedness which remains unpaid and the payment schedule, (ii) the amounts of any payments which are in arrears, (iii) whether there exists any default under the prior mortgage, and (iv) any other information which Mortgagee may reasonably request.

(g) All cost, charges and expenses incurred by Mortgagee and any advances made by Mortgagee in connection with any action authorized by this paragraph shall be repaid by Mortgagor on demand, with interest at the Default Rate, and all such amounts with interest shall be secured by the lien of this Mortgage to the same extent as if paid or expended on the date hereof.

(h) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by any prior mortgage.

(i) If a prior mortgage is listed as a Permitted Encumbrance, Mortgagee acknowledges that its rights to insurance and condemnation proceeds may be subject to the right of the holder of such prior mortgage. Mortgagee agrees to permit the application of casualty insurance proceeds to the restoration and repair of the Improvements and Fixtures provided (i) there is then no default hereunder, (ii) the holder(s) of the prior mortgage(s) permits such application, (iii) Mortgagee is provided with plans and specifications for such repair and restoration, and, in Mortgagee's absolute and sole judgment and discretion, such repair and restoration is economically feasible and would not lessen the likelihood of the repayment of the Debt, and (iv) procedures are established to insure to Mortgagee's satisfaction the proper application of insurance proceeds to repair and restoration of the Mortgaged Property.

5.4 Miscellaneous. This mortgage shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. There are no third party beneficiaries to this Mortgage. The obligations of the persons and entities named as "Mortgagor" are joint and several. When used herein, the phrase "any Mortgagor" shall be construed to mean any "one or more of the persons or entities named as Mortgagor and any general partner or co-venturer of any of the foregoing." In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument evidencing or securing the Debt shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument evidencing or securing the Debt shall be in no way affected, prejudiced or disturbed thereby. Paragraph headings are for convenience only and shall not be used to construe or interpret this Mortgage. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record and tender such costs at the time the Debt is paid in full. This Mortgage shall be governed by the laws of Florida.

5.5 Default Rate. The Default Rate shall be the rate of interest specified in the Note as accruing after maturity (by acceleration or otherwise), or if no such rate is specified, the maximum rate of interest permitted to be charged under applicable law.

5.6 Additional Provisions. (If blank, none.)

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed and delivered this instrument as of the date first written above.

Witnesses:

(Printed name of witness)

David F. S. Galloway, III
DAVID F.S. GALLOWAY, III
(Printed name of signatory)

(Printed name of witness)

(Printed name of signatory)

(Printed name of witness)

(Printed name of signatory)

Printed name of witness

Printed name of signatory

(CORP. SEAL) if applicable

Acknowledgment for Representative

(General/Limited Partnership, LLC, Corporation (publicly and privately held))

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 13th day of October, 2004 by Donna M. White as Notary for AMERICAN BANK.

Donna M. White
Notary Public



My Commission Expires: 7/26/07

Personally Known _____ OR Produced Identification
Type of Identification Produced FLDL

OR BK 5516 P60623
Escambia County, Florida
INSTRUMENT 2004-297589

RCD Nov 01, 2004 09:08 am
Escambia County, Florida

EXHIBIT A

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-297589

Pursuant to your request, we have made a search of the Official Records of Escambia County, Florida. September 10, 2004 at 8:00 A.M., pertaining to that real property which is more particularly described as follows:

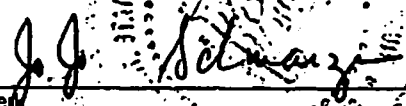
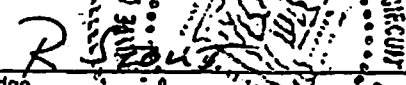
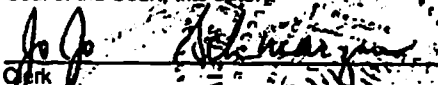
A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at page 616 of the Public Records of Escambia County, more particularly described as follows:

All of Lots 1 through 5, inclusive, the West 5.0 feet of the North 115.0 feet of Lot 6, the South 25.0 feet of Lots 6, 7, 8, and 9, also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 21 and all of Lots 12 through 20, inclusive, along with 20.0 foot alley running East and West in the center of said Block 28.

Less a portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69, at page 616, of the Public Records of Escambia County, Florida, more particularly described as follows:

The East 25 feet of the South 25 feet of Lot 6, the South 25 feet of Lots 7, 8 and 9, also the South 25 feet of the West 15 feet of Lot 10; the West 13 feet of Lot 11, all of Lots 12, 13 and 14, and the East 25 feet of Lot 15, along with a 20 foot alley running East and West in the center of said Block 28.

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State of Alabama Unified Judicial System Form C-36 Rev. 10/99	CERTIFICATE OF EXEMPLIFICATION	Case Number CV-2001-900813.00
STATE OF ALABAMA		
IN THE <u> CIRCUIT </u> COURT OF <u> MOBILE </u> , ALABAMA (Circuit or District) (Name of County)		
<u> HINKLE METALS & SUPPLY CO INC </u> v. <u> DAVID GALLOWAY </u> (State of Alabama or Plaintiff) Defendant		
I, <u> JoJo Schwarzauer </u> , Clerk of the above-named Court, do hereby certify that the documents annexed to this Certificate of Exemplification are true copies of originals on file and of record in this office. In witness whereof, I have hereunto set my hand and Seal of the Court, this date. <div style="text-align: right;">  _____ Clerk 06/16/2011 _____ Date </div>		
I, <u> Roderick P. Stout </u> , Judge of the above-named Court, do hereby certify that, <u> JoJo Schwarzauer </u> , whose name is signed to the preceding Certificate of Exemplification, is the Clerk of the above-named Court, duly elected/appointed, and that full faith and credit are due to his/her official acts. I further certify that the Seal affixed to the Exemplification is the Seal of the Court, and the attestation thereof is in due form of law. <div style="text-align: right;">  _____ Judge 06/16/2011 _____ Date </div>		
I, <u> JoJo Schwarzauer </u> , Clerk of the above-named Court, do hereby certify that <u> Roderick P. Stout </u> , whose name is signed to the foregoing certificate, is the Judge of the above-named Court, elected and sworn, and that the signature of the Judge is genuine. In witness whereof, I have hereunto set my hand and affixed the Seal of the Court, this date. <div style="text-align: right;">  _____ Clerk 06/16/2011 _____ Date </div>		

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6/10/2011 2:01 PM
CV-2011-900813.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

HINKLE METALS & SUPPLY CO., INC.,)
Plaintiff,)
)
V.) Case No.: CV-2011-900813.00
)
GALLOWAY DAVID,)
Defendant.)

ORDER FOR DEFAULT JUDGMENT

This action came on the motion of the Plaintiff for a default judgment pursuant to Rule 55(b)(2) of the Alabama Rules of Civil Procedure, and the Defendant, David Galloway, having been duly served with the Summons and Complaint and not being an infant or an unrepresented incompetent person, and having failed to plead or otherwise defend, and his default having been duly entered and the Defendant, David Galloway, having taken no proceedings since such default was entered.

IT IS ORDERED AND ADJUDGED, that the Plaintiff have and recover of the Defendant, David Galloway, the sum of \$51,442.43, which consists of \$28,355.30 principal, \$10,337.13 interest, and \$12,750.43 attorney fees, plus court costs and without waiver of exemptions.

DONE this 10th day of June, 2011.

/s/ JOHN R LOCKETT
CIRCUIT JUDGE

CERTIFIED AS A TRUE COPY
This 16th day of June 2011
Jeff Schwarzenauer
Clerk Circuit Court of Mobile County, Alabama

Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY


A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



Authorized Signatory

By  President

Attest  Secretary



Schedule A

COMMITMENT

1. Effective Date: 1/31/2012 at 8:00 A.M.

File No. 015312

2. Policy or Policies to be issued:

Proposed Amount of Insurance: TBD

a. 2006 ALTA Owner's Policy with Florida Modifications: \$ _____

Proposed Insured: Escambia County, Florida

Premium: TBD

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

David F. S. Galloway, III by Corrective Warranty Deed in OR 5493 Page 259 and Quit Claim Deed in OR 911 Page 329..

5. The land referred to in this Commitment is described as follows:

A portion of Block 28, Highland Park Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Deed Book 69 Page 616 of the public records of said county, more particularly described as follows: All of Lots 1 through 5, inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the West 5 feet of Lot 15; and all of Lots 16 through 20, inclusive, Block 28.

TA#17-2S-30-1200-001-028 Delano Drainage

For Data Collection Purposes Only:

Residential

Non-Residential

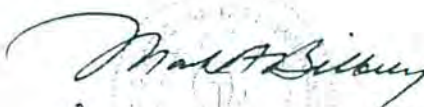
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

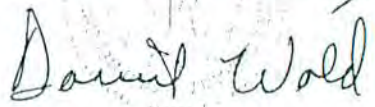
A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111


[Authorized Signatory]

By 

Attest  President
Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 015312

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - (A) Secure and Record Warranty Deed from David F. S. Galloway, III to Escambia County, Florida.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - (A) Secure and Record Partial Release of Mortgage executed by David F. S. Galloway, III to AmSouth Bank dated 10/13/04 recorded 11/01/04 in OR 5516 Page 617 for \$101,825.25 or same will be an exception in final policy.
 - (B) Secure and Record Affidavit that the David Galloway in that certain Order for Default Judgment in OR 6754 Page 216 is not one and the same as the David F. S. Galloway, II in Warranty Deed in OR 5418 Page 257 or same must be released of record as to Caption.
 - (C) Require payment of taxes for 2011.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 015312

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

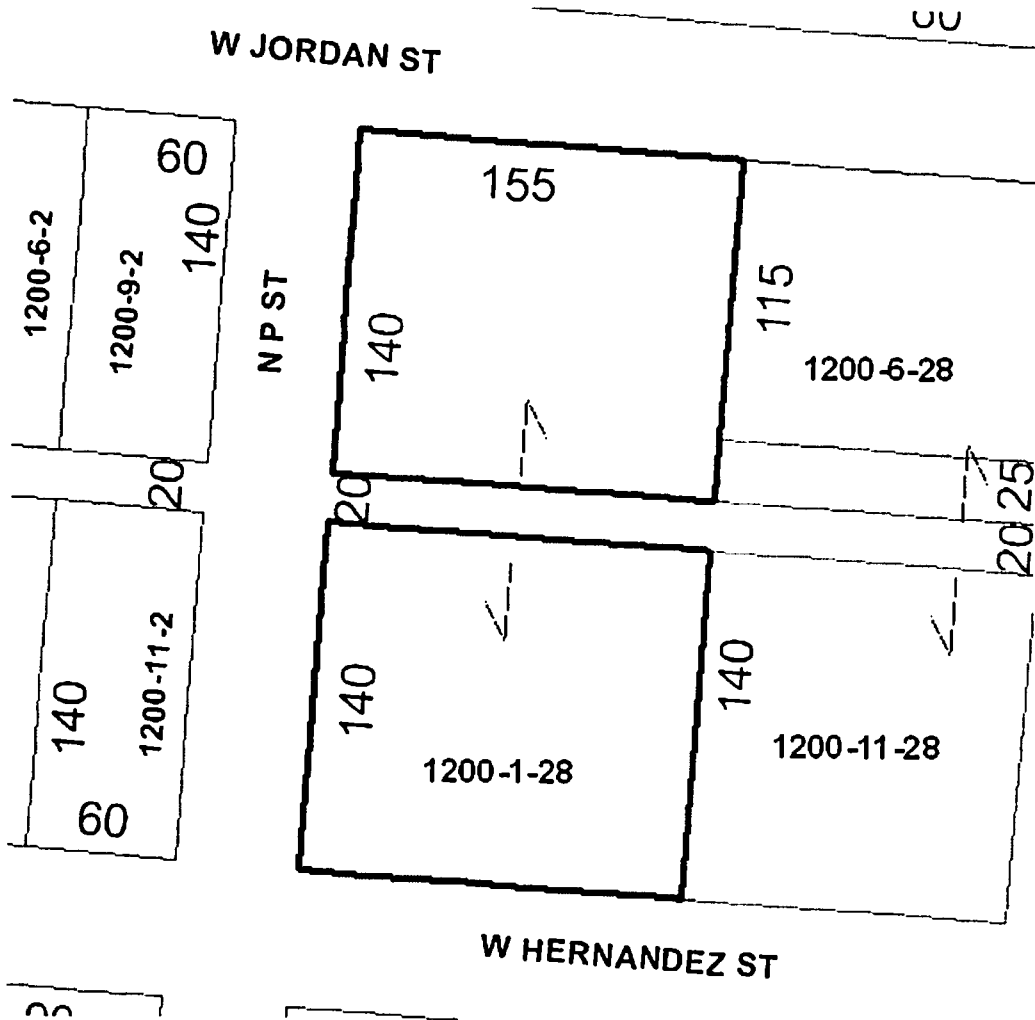
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.
8. Subject to right of way of Hernandez Street.
9. Subject to Conditions of Plat of Highland Park Subdivision as recorded in Deed Book 69 at Page 616.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



Escambia County Tax Collector

generated on 1/24/2012 8:58:40 AM CST

Tax Record

Last Update: 1/24/2012 8:58:39 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
06-1184-100		REAL ESTATE		2011	
Mailing Address			Property Address		
GALLOWAY DAVID F S III PO BOX 17507 PENSACOLA FL 32522			2107 W JORDAN ST		
			GEO Number		
			172S30-1200-001-028		
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
Legal Description (click for full description)					
172S30-1200-001-028 2107 W JORDAN ST LTS 1 TO 5 W 5 FT OF N 115 FT OF LT 6 W 5 FT OF LT 15 ALL LTS 16 TO 20 BLK 28 HIGHLAND PARK PLAT DB 69 P 616 SEC 31/17 T 2S R 30 OR 911 P 329 OR 5493 P 259					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	199,327	0	\$199,327	\$1,390.41
PUBLIC SCHOOLS					
By Local Board	2.2480	199,327	0	\$199,327	\$448.09
By State Law	5.5730	199,327	0	\$199,327	\$1,110.85
SHERIFF	0.6850	199,327	0	\$199,327	\$136.54
WATER MANAGEMENT	0.0400	199,327	0	\$199,327	\$7.97
Total Millage		15.5215	Total Taxes		\$3,093.86
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$370.00			
Total Assessments					\$370.00
Taxes & Assessments					\$3,463.86
If Paid By			Amount Due		
1/31/2012			\$3,394.58		
2/29/2012			\$3,429.22		
3/30/2012			\$3,463.86		
4/30/2012			\$3,567.78		

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

PREPARED BY:

Charles C. Sherrill of
SHERRILL & MOORE
Suite 801 - Charter Bank Tower
State of Florida,

WARRANTY DEED

ESCAMBIA County

Grantees' Address
P.O. Box 1500, P.O. 32547

FFMFC
REC. FILE NO. 911 PAGE 329

REC. FEE
1.00 ST. STAMP
14.00 SURTAX
200.85 TOTAL

F 1/24/75

Know All Men by These Presents: That GERALD H. GRIFFITH and
JAN P. GRIFFITH, husband and wife,

for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey, and grant to DAVID F.S. GALLOWAY, III, as Trustee
heirs, executors,
administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at page 616 of the public records of Escambia County, more particularly described as follows: All of Lots 1 through 5 inclusive, the West 5.0 feet of the North 115.0 feet of Lot 6, the South 25.0 feet of Lots 6, 7, 8, and 9; also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 11 and all of Lots 12 through 20 inclusive, along with 20.0 foot alley running East and West in the center of said Block 28; containing 1.62 acres, more or less.

This conveyance is subject to that certain mortgage from grantors to 426 Corporation dated April 13, 1973 and recorded in official record book 689 at page 617 of the public records of Escambia County, Florida, which mortgage the grantee assumes and agrees to pay to the extent of the present principle balance of \$46,740.06 together with accrued interest since April 15, 1975 and interest to accrue in the future in accordance with the terms of said mortgage.

(Continued on Reverse)

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto the said grantee his heirs, successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same, that it is free of any lien or encumbrance not shown above, and that our heirs, executors and administrators, the said grantee his heirs, executors, administrators, successors, and assigns, in the quiet and peaceable possession and enjoyment thereof against all persons lawfully claiming the same, shall and will fore ever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set hand and seal this 20th day of June, 1975.

Witness my hand and seal in the presence of
Beggy Stouch

Gerald H. Griffith (SEAL)
GERALD H. GRIFFITH (SEAL)
Jan P. Griffith (SEAL)
JAN P. GRIFFITH (SEAL)

State of FLORIDA
County of ESCAMBIA

Notary Public for the personal appearance of Gerald H. Griffith and Jan P. Griffith

his wife Jan P. Griffith being the individual S described by said name S in and who executed the foregoing instrument and acknowledge that he is my husband and for the purposes therein set forth

Given under my hand and official seal this 20th day of June, 1975
James Harper
Notary Public

My Commission expires 12/31/77 My Commission Expires 12/31/77

CLERK FILE NO.
(116)

DEED DOC STAMPS PD 8 ESC CO \$ 0.70
09/07/04 ERNIE LEE NAGANA, CLERK

This instrument prepared by:
CHARLES C. SHERRILL
435 East Government Street
Post Office Box 12316
Pensacola, Florida 32591

Rec. Fee \$ 10
Doc. Stps \$ 10
Total \$ 20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**CORRECTIVE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That each of the undersigned, DAVID F. S. GALLOWAY, AS TRUSTEE, and DAVID F. S. GALLOWAY, INDIVIDUALLY, hereinafter referred to as "Grantor" (whether singular or plural), whose mailing address is P. O. Box 17507, Pensacola, Florida, 32522, for and in consideration of TEN DOLLARS and other good and valuable consideration, the receipt whereof is hereby acknowledged, does bargain, sell, convey, confirm and grant unto DAVID F. S. GALLOWAY, III, whose mailing address is the same, hereinafter referred to as "Grantee" (whether singular or plural), the heirs, personal representatives, successors and assigns of Grantee, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida (the "Property"):

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at Page 616 of the public records of Escambia County, Florida, more particularly described as follows:

All of Lots 1 through 5, inclusive; the West 5.0 feet of the North 115.0 feet of Lot 6; the South 25.0 feet of lots 6,7,8, and 9, inclusive; also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 11, and all of lots 12 through 20, inclusive; along with 20.0 foot alley running East and West in the center of said Block 28; containing 1.62 acres, more or less.

This Corrective Warranty Deed is being executed to confirm that title is and has been vested in David F. S. Galloway, individually, since that certain deed (the "Original Deed"), dated June 20, 1975 and recorded in Official Record Book 911 at Page 329, despite the fact that the Grantee in that deed was inadvertently referred to as "David F. S. Galloway as Trustee".

Said property does not constitute the Homestead of Grantor. Said property is commercial in nature.

Grantee's Social Security Number is: unavailable

The County Property Appraiser's Parcel No. with respect to the above-described property is: 172S301200001028

Subject to taxes for current year and subsequent years, to easements, encumbrances and restrictions of record affecting the above property, if any, (which are not hereby reimposed), to

matters appearing on the Plat, if there is a recorded plat, as all of the foregoing affect said property, to zoning restrictions, prohibitions and requirements imposed by governmental authorities, and to all prior reservations of oil, gas and other minerals.

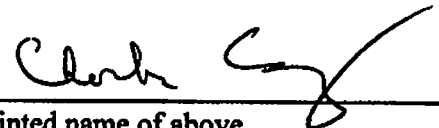
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And Grantor covenants that except as may be limited elsewhere herein Grantor is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance, and that Grantor's heirs, personal representatives, successors and assigns, unto the said Grantee, the heirs and assigns of Grantee, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend. "Grantor" and "Grantee" are used for singular or plural, as the context requires.

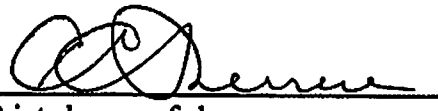
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the 3rd day of September, 20, 2004.

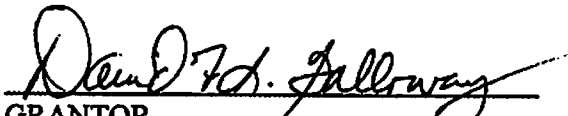
RCD Sep 07, 2004 03:08 pm
Escambia County, Florida

Signed, sealed and delivered in the presence of the following witnesses:


Printed name of above
witness: CHARLES C. SHERRILL JR


GRANTOR


Printed name of above
witness: C. C. Sherrill


GRANTOR

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-283961

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on the 3rd day of September 2004, by David F. S. Galloway, as Trustee and David F. S. Galloway individually, who is personally known to me and who did (did not) take an oath.

Signature of person taking acknowledgment:
Name of person taking acknowledgment:
(typed, printed, or stamped)



NOTARY PUBLIC
Date of Commission Expiration: _____



C. C. SHERRILL
MY COMMISSION # DD 144772
EXPIRES: September 28, 2006

61.00
734.6
283.6

Mortgage and Security Agreement **AMSOUTH**

OR BK 5516 P60617
Escambia County, Florida
INSTRUMENT 2004-297589

WTS DIC STAMPS PD @ ESC CO \$ 356.65
11/01/04 EMIE LEE WARRA, CLERK

INTROSUBLE TRM PD @ ESC CO \$ 203.65
11/01/04 EMIE LEE WARRA, CLERK

State of FLORIDA }
ESCAMBIA County

Mortgage and Security Agreement

THIS MORTGAGE, made as of October 13, 2004 between
DAVID F. S. GALLOWAY, III

whose address is
2107 W. JORDAN ST

PENSACOLA, FL 32505

(herein called "Mortgagor") and AmSouth Bank, whose

address is 70 NORTH BAYLEN STREET
PENSACOLA, FL 32501

(herein called "Mortgagee").

Whereas COOLING & HEATING SUPPLIES, INC. is (are) justly indebted to Mortgagee in the principal sum of One Hundred One Thousand Eight Hundred Twenty Five AND 25/100 dollars (\$ 101,825.25), together with interest thereon as evidenced by that certain promissory note (the "Note," which term shall include any modification, renewal, extension or alteration thereof hereafter executed), dated of even date.

If the Note has a final maturity of more than fifteen (15) years from this date, the final payment is due on or before October 13, 2009 (if blank, not applicable).

NOW THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by the Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements, and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign and convey unto Mortgagee, and where applicable, grant a security interest in:

1. THE MORTGAGED PROPERTY

1.1 All of the land in ESCAMBIA County(ies), Florida, described below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY: DEBORAH R JOHNSON

RETURN TO: AmSouth Bank
Consumer Loan Operations
PO Box 1984
Birmingham, AL 35201

OR BK 5516 P60623
Escambia County, Florida
INSTRUMENT 2004-297589

RCD Nov 01, 2004 09:08 am
Escambia County, Florida

EXHIBIT A

ERNIE LEE MASANA
Clerk of the Circuit Court
INSTRUMENT 2004-297589

Pursuant to your request, we have made a search of the Official Records of Escambia County, Florida, September 10, 2004 at 8:00 A.M., pertaining to that real property which is more particularly described as follows:

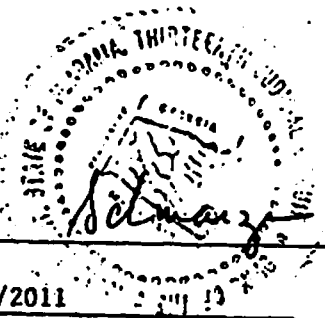
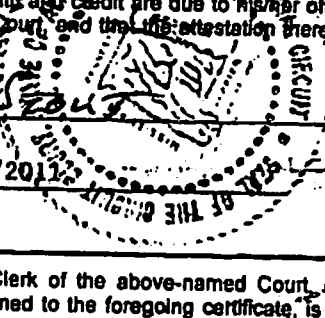
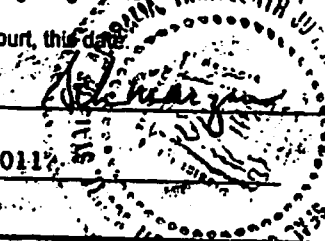
A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69 at page 616 of the Public Records of Escambia County, more particularly described as follows:

All of Lots 1 through 5, inclusive, the West 5.0 feet of the North 115.0 feet of Lot 6, the South 25.0 feet of Lots 6, 7, 8, and 9, also the South 25.0 feet of the West 15.0 feet of Lot 10, the West 15.0 feet of Lot 21 and all of Lots 12 through 20, inclusive, along with 20.0 foot alley running East and West in the center of said Block 28.

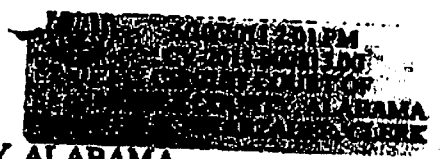
Less a portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to the map of said subdivision recorded in Deed Book 69, at page 616, of the Public Records of Escambia County, Florida, more particularly described as follows:

The East 25 feet of the South 25 feet of Lot 6, the South 25 feet of Lots 7, 8 and 9, also the South 25 feet of the West 15 feet of Lot 10; the West 13 feet of Lot 11, all of Lots 12, 13 and 14, and the East 25 feet of Lot 15, along with a 20 foot alley running East and West in the center of said Block 28.

2011 CA 1459
D

State of Alabama Unified Judicial System Form C-36 Rev. 10/99	CERTIFICATE OF EXEMPLIFICATION	Case Number CV-2001-900813.00
STATE OF ALABAMA		
2011 JUN 16 10 58 P 4: 14 RECORDED		
IN THE _____ CIRCUIT _____ COURT OF _____ MOBILE _____, ALABAMA (Circuit or District) (Name of County)		
<u>HINKLE METALS & SUPPLY CO INC</u> v. <u>DAVID GALLOWAY</u> (State of Alabama or Plaintiff) Defendant		
I, <u>JoJo Schwarzauer</u> , Clerk of the above-named Court, do hereby certify that the documents annexed to this Certificate of Exemplification are true copies of originals on file and of record in this office. In witness whereof, I have hereunto set my hand and Seal of the Court, this date.		
 <u>JoJo Schwarzauer</u> Clerk 06/16/2011 Date		
I, <u>Roderick P. Stout</u> , Judge of the above-named Court, do hereby certify that <u>JoJo Schwarzauer</u> , whose name is signed to the preceding Certificate of Exemplification, is the Clerk of the above-named Court, duly elected/appointed, and that full faith and credit are due to his/her official acts. I further certify that the Seal affixed to the Exemplification is the Seal of the Court, and that the attestation thereof is in due form of law.		
 <u>R Stout</u> Judge 06/16/2011 Date		
I, <u>JoJo Schwarzauer</u> , Clerk of the above-named Court, do hereby certify that <u>Roderick P. Stout</u> , whose name is signed to the foregoing certificate, is the Judge of the above-named Court, elected and sworn, and that the signature of the Judge is genuine. In witness whereof, I have hereunto set my hand and affixed the Seal of the Court, this date.		
 <u>JoJo Schwarzauer</u> Clerk 06/16/2011 Date		

Case: 2011 CA 001459
00007819913
Dkt: CA1310 Pg# 2



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

HINKLE METALS & SUPPLY CO., INC.,)
Plaintiff,)

V.)

GALLOWAY DAVID,)
Defendant.)

Case No.: CV-2011-900813.00

ORDER FOR DEFAULT JUDGMENT

This action came on the motion of the Plaintiff for a default judgment pursuant to Rule 55(b)(2) of the Alabama Rules of Civil Procedure, and the Defendant, David Galloway, having been duly served with the Summons and Complaint and not being an infant or an unrepresented incompetent person, and having failed to plead or otherwise defend, and his default having been duly entered and the Defendant, David Galloway, having taken no proceedings since such default was entered.

IT IS ORDERED AND ADJUDGED, that the Plaintiff have and recover of the Defendant, David Galloway, the sum of \$51,442.43, which consists of \$28,355.30 principal, \$10,337.13 interest, and \$12,750.43 attorney fees, plus court costs and without waiver of exemptions.

DONE this 10th day of June, 2011.

/s/ JOHN R LOCKETT
CIRCUIT JUDGE

CERTIFIED AS A TRUE COPY
This 16th day of June 2011
John R. Lockett
Clerk Circuit Court of Mobile County, Alabama

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

6. Approving the two *Request for Disposition of Property* Forms for a hand-held trim ball and Dell Precision computer for the reasons for disposition stated on each, with the items to be sent for recycling, since they are in bad condition and unusable.

7. Adopting the *Real Property Acquisitions Related to Road and Drainage Projects Exempt from Board of County Commissioners Authorization Requirement for Staff to Initiate the Acquisition Process* Policy; under this Policy, real property acquisitions related to road and drainage projects will not require authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition process; however, Board approval will be required prior to the final acquisition of property; staff will maintain compliance pursuant to Section 46.139 of the Escambia County Code of Ordinances; real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or at a Regular Board Meeting for authorization to initiate the acquisition process.

8. Dropping the recommendation that the Board authorize the scheduling of a Public Hearing for May 19, 2011, at 5:31 p.m., to consider the proposed vacation of a portion of Valle Escondido Drive, Creekside Oaks Subdivision (approximately 4,138.2 square feet, or 0.095 acre), on the Board's own motion; Valle Escondido Drive (R/W varies), is a paved, County-maintained road, dedicated to the County pursuant to the Plat of Creekside Oaks Subdivision, as recorded in Plat Book 15, Page 41, of the Public Records of Escambia County; the portion of Valle Escondido Drive proposed to be vacated (approximately 4,138.2 square feet, or 0.095 acre), lies at the southwest terminus of Valle Escondido Drive, as shown on Exhibit "A" (*of the recommendation*).

9. Dropping the recommendation that the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner; the duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department; due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted; the reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.

Board of County Commissioners
Escambia County, Florida

Title: Real Property Acquisitions Related to Road and Drainage
Projects Exempt from Board of County Commissioners
Authorization Requirement for Staff to Initiate the
Acquisition Process

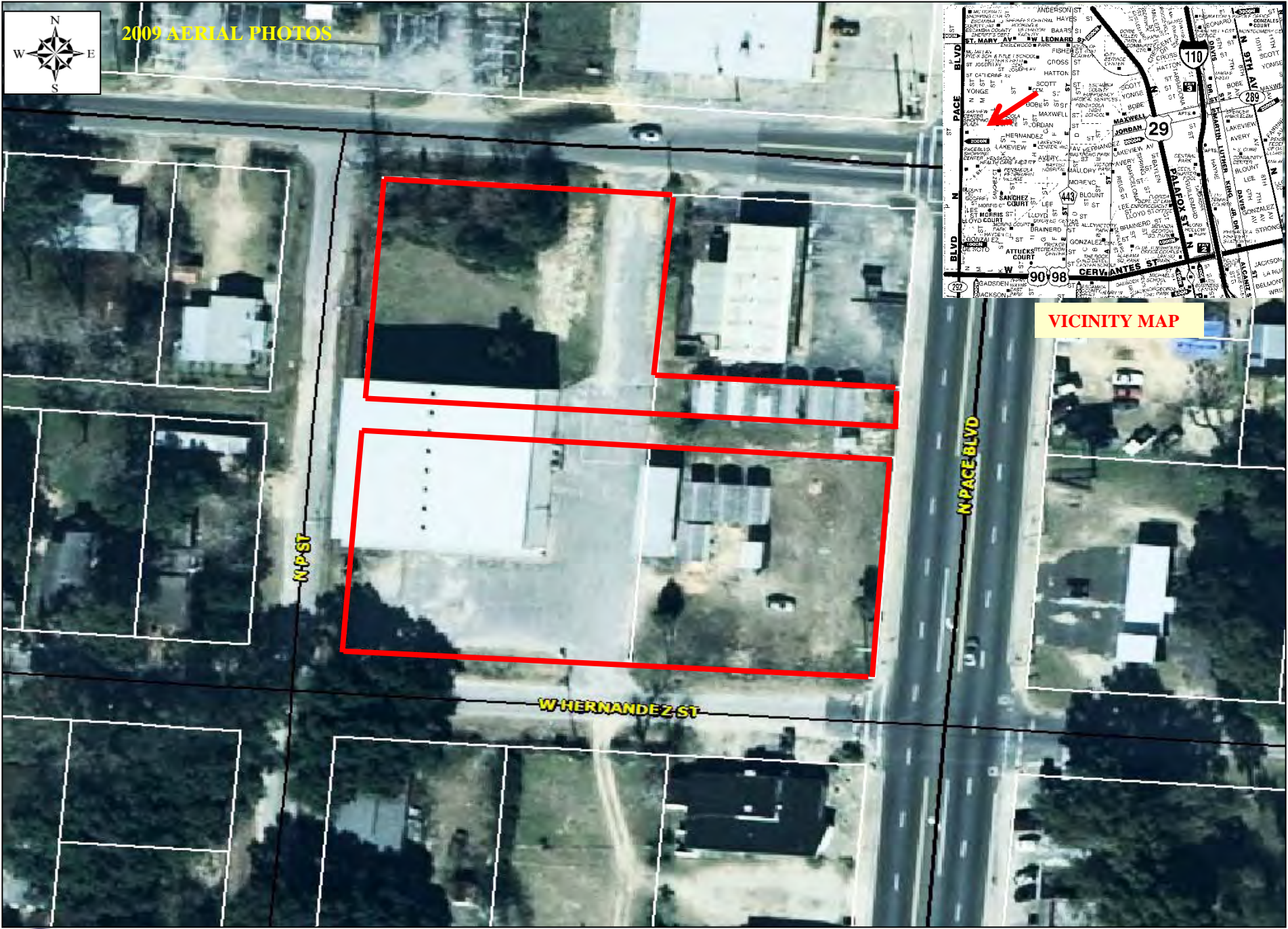
Date Adopted:
Effective Date: April 21, 2011
Reference:
Policy Amended:

OBJECTIVE

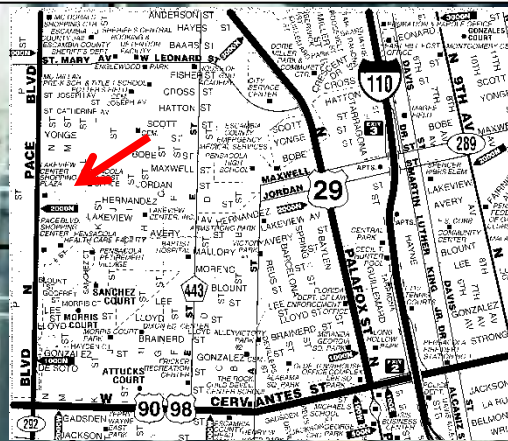
Board approval is not required to authorize staff to initiate the process to acquire real property, pursuant to Section 46.139, Escambia County Code of Ordinances. Real property acquisitions relating to road and drainage projects will not require Committee of the Whole or Board of County Commissioners authorization to proceed with the acquisition process.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or regular Board meeting, for authorization to initiate the acquisition process.

PROPOSED ACQUISITION / GALLOWAY PROPERTY / 'P' STREET & JORDAN STREET AREA



2009 AERIAL PHOTOS



VICINITY MAP



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 3

 TWO PARCELS TOTALING APPROXIMATELY 1.50 ACRES
APPRAISED VALUE = \$300,000



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2200

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 03/01/2012

Issue: Funding Off-Duty Sheriff's Officers in the Warrington Redevelopment District

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation concerning Funding Off-Duty Sheriff's Officers in the Warrington Redevelopment District - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning funding off-duty Sheriff's Officers in the Warrington Redevelopment District:

A. Approve funding off-duty Sheriff's Officers in the Warrington Redevelopment District, in the amount of \$15,000, through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 53401, Reserve Account, for crime prevention and reduction, as best determined by the Sheriff's Office, Community & Environment Department staff, and citizen input;

OR

B. Decline funding off-duty Sheriff's Officers in the Warrington Redevelopment District, due to lack of allocated monies and financial constraints for non-budgeted services provided through the Community & Environment Department/Community Redevelopment Agency (CED/CRA). The Warrington Redevelopment District currently receives patrolling services through the Sheriff's Office on a continual basis.

BACKGROUND:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff has provided funding for Off-Duty Sheriff's Officers in the Brownsville, Palafox and Warrington Redevelopment Districts in association with Operation Brownsville. Funding continued for the Warrington Area for three additional years. Last year the effort was not budgeted in the CRA budget but a budget amendment was approved by the Board to provide this enhanced level of service. The additional patrols are not budgeted this year nor next, however the community is requesting \$15,000 be amended to the CRA budget from CRA reserves to continue the program within the Warrington area. It is desired to get direction from the Board since this is an enhanced level of service, paid from Warrington TIF reserves, requires a budget amendment, cannot be replicated in other CRA Districts with smaller reserves and gains additional service from another budgeted agency.

We recommend law enforcement services be provided based upon the need for those services not upon the ability to pay for those services.

BUDGETARY IMPACT:

The anticipated financial contribution from CED/CRA for this program through the Warrington TIF Reserves will be \$15,000, Fund 151, Cost Center 220516, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

No program review is required by Legal staff, although if funding of the program is approved a Memorandum of Understanding will be required and will need Legal review and approval.

PERSONNEL:

CED/CRA staff will need to establish guidelines and parameters for the program as well as implementation and coordination with the Sheriff's Department if approved.

POLICY/REQUIREMENT FOR BOARD ACTION:

This level of expenditure can be authorized by the County Administrator however it is desired to gain direction and approval by the Board.

IMPLEMENTATION/COORDINATION:

If the program is approved, the CED/CRA staff will prepare a Memorandum of Understanding Agreement with the Sheriff's Office to execute and perform further actions necessary to implement this program.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2203 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/01/2012
Issue: Scheduling of Attorney-Client Session in Jessica Imholz, et al. v. Florida Department of Transportation, et al.
From: Charles V. Pepler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Attorney-Client Session Regarding Jessica Imholz, et al. v. Florida Department of Transportation, et al. (Case No. 2011 CA 000714)

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 March 15, 2012 at 8:30 a.m.; and
- B. Approve the public notice printed below to be published in the Pensacola News Journal on Sunday, March 11, 2012.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of Jessica Imholz, et al. v. Florida Department of Transportation, et al. in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 8:30 a.m., C.S.T. on Thursday, March 15, 2012, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Pepler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

BACKGROUND:

Mediation in this case is scheduled for March 27, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
