

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 – April 17, 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.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming May 1, 2012, as "Law Day" in Escambia County; and

B. The Proclamation proclaiming the week of May 1-5, 2012, as "Family Values Week" in Escambia County.

7. Written Communication.

March 20, 2012 - Communication from Heidi Rogers, American Homeowner Preservation, LLC, requesting that the Board provide relief of Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

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.

Heidi Rogers, American Homeowner Preservation Fund, L.P., has no other recourse but to appeal before the Board under Written Communication.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending certain provisions of the 2005 MSPB Ordinance.

Recommendation: That the Board adopt an Ordinance amending certain provisions of the 2005 Merit System Protection Board (MSPB) Ordinance.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Woodside Estates I & II Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Woodside Estates I & II 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.

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the April 12, 2012, C/W Workshop, recommends that the Board adopt the following two Resolutions concerning alternative fisheries management strategies and non-native exotic species in the Gulf of Mexico (C/W Item 8):

A. The Resolution supporting amending the Magnuson-Stevens Fishery Conservation and Management Act to provide for the development of sound alternative fisheries management strategies for the Gulf of Mexico, including, but not limited to, establishing red snapper stock baseline at levels supported by quantitative data and authorizing state and/or local governments to establish special Fishing Opportunity Zone pilot projects, wherein new fisheries habitat may be created and alternative fisheries management strategies may be developed, implemented, tested, and evaluated; and

B. The Resolution supporting elimination of regulatory restrictions and requirements applicable to the removal of lionfish, black tiger shrimp, zebra mussels, green mussels, and other non-native exotic species in the aquatic, estuarine, and marine ecosystems of the Gulf of Mexico, and requesting the Florida Fish and Wildlife Conservation Commission, Gulf of Mexico Fisheries Management Council, National Marine Fisheries Service, and other state and federal fisheries management agencies to exempt the removal of non-native exotic species from any and all fisheries management regulations, licensing requirements, or other regulatory restrictions for persons and vessels engaged solely in the removal of exotic species with otherwise authorized harvesting devices.

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date April 13, 2012, in the amount of \$2,081,103.55;

B. The following two Disbursement of Funds:

(1) March 29, 2012, to April 4, 2012, in the amount of \$13,218,658.20; and

(2) April 5, 2012, to April 11, 2012, in the amount of \$1,228,186.79;

C. Tourist Development Tax Collections Data for the February 2012 returns received in the month of March 2012; this is the sixth month of collection in Fiscal Year 2012, and the total collected for the month of February 2012 was \$360,302, which is an 11.86% increase over collections during February 2011; overall collections of \$2,101,725 for the six months of returns in Fiscal Year 2012 are 8.64% higher than this same time period last Fiscal Year;

D. Budget Comparison Reports for six (6) months, or 50.00%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of March 31, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of March 31, 2012; and

(3) General Fund graph of two-year comparison of actual revenues vs. actual expenditures as of March 31, 2012; and

E. The Investment Report for the month ended March 31, 2012 (**backup to be distributed under separate cover**).

2. Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 482*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 479 through 481), for the period October 4, 2011, through December 15, 2011, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

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

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

A. The letter, dated March 26, 2012, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District (NFWFMD), advising that the NFWFMD's audited financial statements for the fiscal year ended September 30, 2011, are available and can be viewed on the District's website at www.nwfwmd.state.fl.us, as received in the Clerk to the Board's Office on March 29, 2012;

B. A copy of the verbatim transcript of the Conflict Resolution Proceedings among City of Pensacola, Escambia County, and City of Gulf Breeze Officials, held March 21, 2012, as prepared by Terry R. Hoffman, Court Reporter, and received in the Clerk to the Board's Office, via email from Janet Matteson, Legal Assistant, City of Pensacola, on March 27, 2012;

C. A fully executed copy of the Joint Resolution of the Coastal Counties of the Northwest Florida Panhandle Region, relating to the Deepwater Horizon Oil Spill in the Gulf of Mexico; requesting support for certain Federal legislation (House Bill 3096), as adopted by the Board on November 3, 2011, and provided by Becky Azelton, District 4 Commissioner's Aide, on March 22, 2012; and

D. The *Public Disclosure of Interest* concerning Escambia County v. Daniel Bailey, as personal representative of the Estate of Winston C. Bailey, et al., Case No. 2011 CA 000962, regarding the acquisition of property for the site of a system of groundwater monitoring wells located south of the Perdido Landfill, by eminent domain, as approved by the Board on April 7, 2011, and received in the Clerk to the Board's Office on April 4, 2012.

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

That the Board approve the Minutes of the Regular Board Meeting held April 5, 2012, as prepared by the Clerk to the Board's Office.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

That the Board take the following action regarding reinstatement and disposition of County property for the Public Works Department:

A. Approve the Request for Reinstatement of Property Form, indicating one item to be reinstated, which is described and listed on the Request Form, with the reason for reinstatement stated; and

B. Approve the two Request for Disposition of Property Forms, indicating seven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

Property Item #44447, the item to be reinstated, was listed on a Disposition of Property Form presented with a Recommendation to the Board and approved on June 2, 2011. This Reinstatement of Property Form has been signed by all applicable authorities, including Division Manager as designee for Department Director, and the County Administrator.

Property Item #44447 is in better working condition than the item currently in use by the Road Prison and will be transferred to the Road Prison, for use in the welding shop there. In exchange, the Road Prison has submitted a recommendation listing Property Item #046117 for disposal.

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

2. Recommendation Concerning the Request for Disposition of Property for the Office of Management and Budget - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the disposition of the following items which are no longer in service, have been damaged beyond repair and/or are obsolete. The following items are to be auctioned as surplus or properly disposed of: one copier/scanner/printer (Savin 4090/40105), Property Number 54518; one color printer (Hewlett Packard 2500CM/2000), Property Number 49252; and two Lock-In Leak-Proof Fuel Nozzles (G2266-105), Property Numbers 058223 and 058224.

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed.

4. Recommendation Concerning a Reappointment to the Escambia Marine Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm the County Administrator's reappointment of Captain Ed Fish, to the Escambia Marine Advisory Committee (EMAC). This term will be effective May 1, 2012, through April 30, 2016, or at the discretion of the County Administrator.

5. Recommendation Concerning CRA Meeting Minutes - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the January 19, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, Urban Planner II, CRA.

6. Recommendation Concerning the Enterprise Zone Development Agency First Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the April 17, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarter Report.

7. Recommendation Concerning Human Resources Policies and Procedures, Section 21, Layoff/Reduction In Force-Classified Employees - Ron Sorrells, Human Resources Department Director

That the Board adopt the revised Human Resources Policies and Procedures (HR P&P), Section 21, Layoff/Reduction In Force-Classified Employees effective April 17, 2012.

Revisions to this Policy are as follows:

A. The retention score is calculated by 50% seniority and by 50% performance;

B. Employees covered by a Collective Bargaining Agreement should be laid off in reverse seniority order;

C. The following subsections are deleted from the HR P&P: 21.3 Bumping Privileges, 21.4 Rollback Privileges, 21.5 Layoff Status, and 21.9 Appeals;

D. Renamed subsection 21.6 from Recall to Preference List and subsection 21.8 from Notification to Vacancy Notification; and

E. Grammatical and verbiage changes were made to help clarify the Policy.

8. Recommendation Concerning Adoption of Resolution Regarding Choice Neighborhoods Planning Grant Application - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Choice Neighborhoods Planning Grant Resolution:

A. Adopt a Resolution supporting the Choice Neighborhoods Planning Grant Application to be filed with the U.S. Department of Housing and Urban Development (HUD) by the Area Housing Commission (AHC), for improvement of the Attucks Court and "J" Street public housing complexes and surrounding neighborhood; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and other related documents.

9. Recommendation Concerning the Escambia County Sheriff's Office Warrington Substation - Charles R. "Randy" Oliver, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution naming the Escambia County Sheriff's Office Warrington Substation the "W.E. Grimsley Building", for Mr. W.E. Grimsley, Sr., who was instrumental in the development of the Warrington Community.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Vending Machine Services PD 09-10.047 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the extension of the Contract for Vending Machine Services, PD 09-10.047, to R & R Vending, for one year, effective date April 8, 2012, with the snack vending commissions remaining at 20% and the 20-ounce bottle commission remaining at 25%, and approve the vending price increases as requested per the terms of the Agreement.

The Contract is a revenue Contract, and the commission fees are used to fund the Employee Morale & Welfare Fund.

2. Recommendation Concerning the Final Extension of the Household Hazardous Waste Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the final extension of 24 months, effective October 1, 2012, for the Household Hazardous Waste Contract, PD 08-09.070, to EQ-The Environmental Quality Company, in the approximate amount of \$200,000.

[Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 53401]

3. Recommendation Concerning the Purchase of a Wheel Loader - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Florida Sheriff's Association Contract 11-19-0907, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Volvo wheel loader, Model L35B, PD 11-12.025, to Cowin Equipment Company, Inc., in the amount of \$69,876.28, for the Parks and Recreation Department.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 56401 Project Number 08PR0068]

4. Recommendation Concerning Tax Deed Application for County-Held Tax Deed Certificates - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Tax Deed Application List (as provided) for 160 County-held Tax Deed Certificate parcels. The Tax Deed Application process fees total per parcel is \$626. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$401 per parcel).

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

5. Recommendation Concerning Conveyance of Real Property Located at 517 Lynch Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Adopt the Resolution authorizing the conveyance of real property located at 517 Lynch Street, Account Number 07-1148-000, Reference Number 34-2S-30-0920-000-020, to Pensacola Habitat for Humanity, Inc.;

B. Approve the sale price of \$13,330.14 for the 517 Lynch Street property;

C. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

D. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

E. Authorize the Chairman to execute the Resolution and all documents related to the sale.

6. Recommendation Concerning the Acceptance of a Right-of-Way Easement on Johnson Avenue from West Florida Regional Medical Center, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acceptance of a Right-of-Way Easement on Johnson Avenue from West Florida Regional Medical Center, Inc.:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a Right-of-Way Easement (approximately 0.04 acres) from West Florida Regional Medical Center, Inc., 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 easement is being acquired for governmental use, to facilitate the replacement of a bridge and improvements, and the County benefits from the acceptance of the right-of-way easement because it will allow necessary improvements for the bridge and road system, which will enhance 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 Right-of-Way Easement as of the day of delivery of the Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The portion of Johnson Avenue between University Parkway and Davis Highway has a bridge crossing which has to be replaced. Due to the limited right-of-way on this portion of Johnson Avenue, and to facilitate the bridge replacement project, the County needs to acquire additional property where the bridge is located. West Florida Regional Medical Center, Inc., owns all the property along the south side of Johnson Avenue. Staff has been in discussions with West Florida Regional Medical Center, Inc., who has agreed to donate a Right-of-Way Easement to the County for the bridge replacement project. West Florida Regional Medical Center, Inc., requested the use of the Right-of-Way Easement document instead of a deed of conveyance. Board approval is required for acceptance of the easement.

7. Recommendation Concerning the Acceptance of a Utility Easement from Warrington Volunteer Fire Department, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acceptance of a Utility Easement from Warrington Volunteer Fire Department, Inc., for the Escambia County Sheriff's Warrington Substation:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a Utility Easement (approximately 0.08 acres) from Warrington Volunteer Fire Department, Inc., 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 easement is being acquired for governmental use, which is to provide utility service to the Escambia County Sheriff's Warrington Substation, and the County benefits from the acceptance of the utility easement because it will facilitate 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 Utility Easement as of the day of delivery of the Utility Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Escambia County recently entered into a Lease Agreement with The School Board of Escambia County for an acre of property located at the southwest corner of the Warrington School property to facilitate the construction of a substation in the Warrington area for the Escambia County Sheriff's Office. The substation lease area lies north of and abuts the Warrington Volunteer Fire Department property. Construction design indicates the need for a utility easement across the Fire Department property to provide service from Barrancas Avenue.

Warrington Volunteer Fire Department, Inc., is willing to grant a utility easement (approximately 0.08 acres) to the County in order to facilitate this project. Board approval is required for acceptance of the easement.

8. Recommendation Concerning Change Order to Panhandle Grading and Paving, Inc., on Contract PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Infrastructure Branch/Engineering
Type:	Addition
Amount:	\$71,627.11
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	2nd Street
Contract:	PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage"
PO No.:	111480
Change Order No.:	1
Original Award Amount:	\$612,609.40
Cumulative Amount of Change Orders through this CO:	\$ 71,627.11
New Contract Total:	\$684,236.51

Meeting in regular session on August 18, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage" to Panhandle Grading and Paving, Inc., for the Base Bid and Alternates 1 and 2, for a total amount of \$612,609.40. The original scope consisted of construction of paved shoulders and drainage system upgrades along 2nd Street, from Interbay Avenue north to Barrancas Avenue (SR 292), and along Interbay Avenue, from 2nd Street west to Navy Boulevard (SR 298). Alternate #1 is upgrading the previously-designed stormwater system along 2nd Street to include upgrades of previously-designed drainage basins to the Florida Department of Transportation Type "C" inlets and perforated underdrains to 18" RCP (reinforced concrete pipe). Alternate #2 consists of improvements to the existing drainage facilities in certain areas along 2nd Street, from the Winthrop Avenue intersection south to the Interbay Avenue intersection, in addition to resurfacing and widening of the roadway, culvert extensions, headwall construction, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, etc.

This Change Order, in the amount of \$71,627.11, is an additive/deductive Change Order to cover the cost of additional items, quantities not covered in

original bid, and construction revisions, including modifications required due to unforeseen utility conflicts encountered in the installation of the storm system. Redesign of road and drainage construction was required.

In accordance with Escambia County Code of Ordinances, Chapter 46-86, Amendments/Changes After Award, Board approval is required to award Change Orders that have reached or exceeded \$50,000.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 11EN1112, "2nd Street"]

9. Recommendation Concerning a Purchase Order to NexGen Public Safety Solutions, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucity Work Order System.

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County.

The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops.

[Funding Source: Fund 175, "Transportation Trust Fund", Account 210401, "Roads and Bridges Administration"]

10. Recommendation Concerning a Budget Amendment to Transfer Funds into Project Management Coordination - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a Budget Amendment to transfer \$443,000 into Project Management Coordination in Fund 352, "Local Option Sales Tax III", to provide funding for Project Management Coordination in the Engineering/Infrastructure Division for the remainder of this Fiscal Year (through September 30, 2012).

This Recommendation will decrease the funds from Fund 175, "Transportation Trust Fund"/Fund 001, "General Fund" and increase Fund 352, "LOST III".

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107"]

11. Recommendation Concerning Owner-Direct Purchases for Contract PD 10-11.082, "Saufley Field Landfill Closure and Stormwater Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Purchase Order, in the amount of \$1,607,424, to Agru America, Inc., for the owner-direct purchase of the closure turf material for Contract PD 10-11.082, "Saufley Field Landfill Closure and Stormwater Improvement Project".

Contract PD 10-11.082 for the "Saufley Field Landfill Closure and Stormwater Improvement Project" was awarded to Panhandle Grading and Paving, Inc., on December 8, 2011, for a total of \$5,996,026, and Purchase Order #120860 was issued on December 16, 2011. Change Order #1 to Purchase Order #120860 to Panhandle Grading and Paving, Inc., completed on January 31, 2012, reduced the Purchase Order for the amount of the closure turf material to be purchased directly by the County, providing for a significant savings to the County.

[Funding Source: Fund 401, "Solid Waste", Cost Center 230316, Object Code 56301]

12. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3720 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3720 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gulf Coast Audio Visual Producers, Inc., owner of commercial property located at 3720 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and /or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 and 2009 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220563 and 220410, Object Code 58301, for resurfacing and restriping the parking lot; and

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

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

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Goldstein Enterprises, LLC	3885 North Palafox Street	\$5,265
Escambia Christian School, Inc.	3311 West Moreno Street	\$9,022

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

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

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following nine Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Bryan S. Gromer	547 South 1st Street	\$750
Lizzie M. Ross	51 Druid Drive	\$3,248
Kevin L. Rockwell	422 South 1st Street	\$922
Angela LeBlanc	423 South 1st Street	\$975
Irma D. Speed	532 South 1st Street	\$912
Cynthia A. Vargas	4 Greve Court	\$3,344
Eric M. and Carol A. Wood	509 Chaseville Street	\$6,000
Kenneth R. and Brenda H. Hill	534 South 1st Street	\$850
Brian D. and Teresa M. Knutzen	520 Edgewater Drive	\$3,600

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

15. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3740 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3740 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for resurfacing and restriping the parking lot; and

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

16. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 221 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 221 Payne Road:

A. Approving the Residential Rehab Program Funding and Lien Agreements between the Escambia County CRA and Terry Lamb, owner of residential property located at 221 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,812, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Cost Center 220516, Object Code 58301, for the following improvements: connect to sanitary sewer; and

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

17. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 509 Chaseville Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 509 Chaseville Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eric M. and Carol A. Wood, owners of residential property located at 509 Chaseville Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,067, representing an in-kind match through the Warrington Tax Increment Funding (TIF), Fund 151, Cost Center 220516, Object Code 58301 for the following improvements: install new storm windows; and

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

18. Recommendation Concerning Commercial Sign Grant Funding for 3733 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia Count, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 3733 West Navy Boulevard:

A. Approving the Commercial Sign Funding Agreement between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and /or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for installing a new wall sign and a free-standing sign; and

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

19. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 403 Southeast Syrcle Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 403 Southeast Syrcle Drive:

A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Edna V. Thompson, owner of residential property located at 403 Southeast Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,317, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

20. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 303 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant and Lien Agreements for the property located at 303 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Pamela Clyde, owner of residential property located at 303 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,405, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

21. Recommendation Concerning Closure of Development Services Department, Building Inspections Division, Molino Office Location - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve closing the Development Services Department, Building Inspections Division, Molino Office, located at 3470 Highway 29 North, Cantonment, Florida, 32533, effective July 1, 2012, in order to reduce costs and provide more efficient delivery of services through consolidation of resources at the Central Office Complex (COC), located at 3363 West Park Place, Pensacola, Florida, 32505.

With the downturn in the housing economy permitting revenues have decreased. In 2011 the Building Inspections Fund lost approximately \$612,000. To reduce this loss and realize the cost savings, this office will be closed. There are two permitting clerks permanently assigned to this location. Two positions will be eliminated for a total savings of approximately \$100,000.

III. For Discussion

1. Santa Rosa Island Authority's Recommendation Concerning the Pensacola Beach Master Plan - Joy D. Blackmon, P.E., Director of Public Works Department

That the Board take the following action concerning the Pensacola Beach Master Plan:

A. Approve the Santa Rosa Island Authority's recommendation from their February 8th regular meeting regarding the Pensacola Beach Master Plan and any toll adjustments to ensure that the annual bond payments are covered for identified infrastructure improvements. The Santa Rosa Island Authority's recommendation is as follows:

1. Conceptually approve "Option B" (the elevated roadway) and ask that the Santa Rosa Island Authority remain active participants in the public hearings during the design process;

2. Request that Escambia County fully explore all funding possibilities as it relates to the Master Plan;

3. Allow the Santa Rosa Island Authority to reserve the right to make changes and/or explore other options at the 30% design review mark; and

4. Accept the Santa Rosa Island Authority's prioritized list of Master Plan improvements:

- a. "Option B" – Core Area improvements
- b. North Entry and Gateway (Toll Booth Improvements)
- c. North/South access road to the Bob Sikes Fishing Bridge
- d. Boardwalk (Sound-side, Gulf-side, and connections)
- e. East and West Streetscape and Pedestrian Connections
- f. East Entry Gateway

OR

B. Direct the County Engineer to evaluate all options to improve vehicle movement and pedestrian safety and authorize the County Administrator to make the necessary toll adjustments to ensure that the annual bond payments are covered for identified infrastructure improvements.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling a Public Hearing for Consideration of Adopting an Ordinance Establishing Ballot Language for the Library MSTU Referendum

That the Board authorize the scheduling and advertising of a Public Hearing on May 3, 2012, at 5:31 p.m., for consideration of adopting an Ordinance establishing Ballot Language on the Referendum for the Imposition of a .35 mil Library MSTU.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2460

Proclamations 6.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: Adoption of Proclamations

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

- A. The Proclamation proclaiming May 1, 2012, as "Law Day" in Escambia County; and
- B. The Proclamation proclaiming the week of May 1-5, 2012, as "Family Values Week" 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

Proclamations April 17, 2012

PROCLAMATION

WHEREAS, the American justice system is charged with upholding and protecting the rights, as well as the freedom and justice, of all Americans; and

WHEREAS, in 1961 Congress issued a Joint Resolution declaring May 1 "Law Day", which is a national day to recognize and celebrate our justice system and the rule of law; and

WHEREAS, the "Law Day" 2012 theme, "No Courts, No Justice, No Freedom," provides an opportunity to highlight the crucial role of our courts and to foster a better understanding of the judiciary.

NOW, THEREFORE, be it proclaimed that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Tuesday, May 1, 2012, as

"LAW DAY"

in Escambia County and urges all community residents, school administrators, teachers and students, business and civic leaders, and legal professionals and law students to support this national day by participating in "Law Day" activities.

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

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

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

Deputy Clerk

Adopted: April 17, 2012

PROCLAMATION

WHEREAS, the Supreme Council 33°, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, adopted a new, year-round, family development program; and

WHEREAS, the program focuses on the basic values of love, kindness, and respect for the benefit of youth and adult family members; and

WHEREAS, there are over 15,000 Masons in the surrounding area who promote the message of toleration, dignity, and progress; and

WHEREAS, the Masons contribute their services to numerous charitable organizations throughout the year; and

WHEREAS, the Scottish Rite Masons, Valley of Pensacola, are sponsoring a celebration of family values during the first week of May 2012.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 1-5, 2012, as

“FAMILY VALUES WEEK”

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

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

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

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

Deputy Clerk

Adopted: April 17, 2012



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2347

Written Communication 7.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: Environmental (Code) Enforcement Lien Relief – 208 Alton Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

March 20, 2012 - Communication from Heidi Rogers, American Homeowner Preservation, LLC, requesting that the Board provide relief of Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

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.

Heidi Rogers, American Homeowner Preservation Fund, L.P., has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

August 13, 2010 The Office of Environmental Enforcement received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

Notice of violation received and signed for by owner Michelle Neely on August 18, 2010

August 31, 2010 Officer reinspected property. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked “Refused”.

Violations remain. Photos taken.

October 21, 2010 Title search was requested and reveals title vested in Michelle Neely.

Violations remain. Photos taken on November 11, 2010.

December 3, 2010 A Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.

December 14, 2010 Hearing was held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.

Copy of Order mailed to owner both regular and certified mail on December 15, 2010. Both orders returned marked "Refused".

January 31, 2010 A Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".

Property abated by Escambia County on July 11, 2010. Affidavit of compliance signed by Abatement Officer.

Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed" on July 18, 2010.

December 2, 2010 A Certification of Cost signed by Special Magistrate and recorded in Official Records.

BUDGETARY IMPACT:

Lien amount Cost:

Court Cost \$1,100.00

Abatement Cost \$400.00

Fines(one time fine) \$5.000.00

TOTAL \$6,500.00

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:

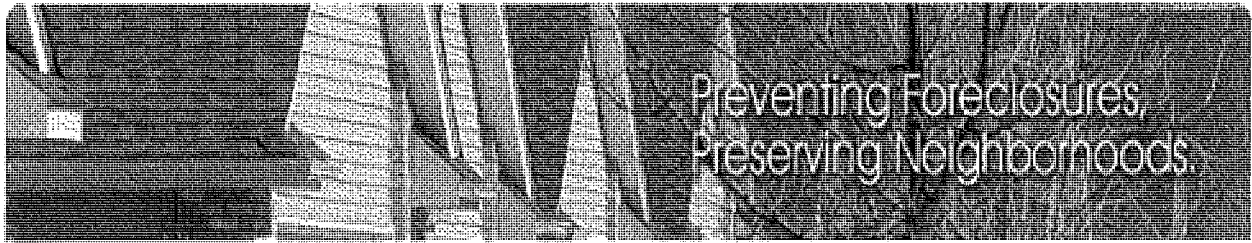
N/A

Attachments

208 Alton Road



AMERICAN HOMEOWNER PRESERVATION, LLC



OHIO

Facsimile transmittal

To: Sandra Slay, Manager Environmental Enforcement. _____
Fax: 18505951840 _____

From: American Home Preservation - (513) 729-9720
Date: Mar 20, 2012 _____

Re: Lien Waiver _____ Pages: 2 _____

Urgent For Review Please Comment Please Reply

Notes or Comments _____

Request for lien waiver for 208 Alton, Pensacola, FL. Owner Michelle Neely

Lien Waiver Form



American Homeowner Preservation

Date: March 20, 2012

To: Sandra Slay, Manager Environmental Enforcement

Owner's Information

Owner's Name: Michelle Neely

Property Address: 208 Alton Road
Pensacola, FL

Comments: American Homeowner Preservation Fund, L.P. is now the Primary lien holder on the property listed above. The owner, Michelle Neely, has abandoned the property and is currently going through the foreclosure process. AHP would like to avoid foreclosure on this home. There are local investors that are interested in purchasing and renovating the home. There is currently a county lien of \$6629.00 against the property which exceeds the market value of the home. We are requesting a waiver of the lien.

Heidi Rogers

American Homeowner Preservation LLC

Phone: 312-386-5681 office | 513-729-9720 fax

Email: H.rogers@ahphelp.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: 208 Alton Road
Property Owner: Michelle Neely
Original Complaint: Overgrowth, trash, debris and unsecured structure
EE Case #: CE 100804675

- 08/13/10** Received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 08/18/10** Notice of violation received and signed for by owner Michelle Neely.
- 08/31/10** Reinspection conducted. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked "Refused".
- 09/21/10** Violations remain. Photos taken.
- 10/21/10** Title search requested and reveals title vested in Michelle Neely.
- 11/05/10** Violations remain. Photos taken.
- 12/03/10** Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.
- 12/14/10** Hearing held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.
- 12/15/10** Copy of Order mailed to owner both regular and certified mail. Both orders returned marked "Refused".
- 01/31/11** Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".
- 07/11/11** Property abated by Escambia County. Affidavit of compliance signed by Abatement Officer.
- 07/18/11** Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed".
- 12/02/11** Certification of Cost signed by Special Magistrate and recorded in Official Records.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$400.00
Fines(one time fine)	<u>\$5,000.00</u>
TOTAL	\$6,500.00

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

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-04675
Location: 208 Alton Road
PR# 382S30-1002-005-002

Michelle Neely
1392 Autumn Breeze
Gulf Breeze, FL 32563

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of December 14, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (u), (x) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 14, 2010.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>400.00</u>
Total:	\$ 6,500.00

DONE AND ORDERED at Escambia County, Florida on this 2nd day of December, 2011.



Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2045

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: 5:31 p.m. Public Hearing - MSPB Ordinance Revisions

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 amending certain provisions of the 2005 MSPB Ordinance.

Recommendation: That the Board adopt an Ordinance amending certain provisions of the 2005 Merit System Protection Board (MSPB) Ordinance.

BACKGROUND:

In 2005, the Board of County Commissioners established the Escambia County Merit System Protection Board to replace the Escambia County Civil Service Board and to provide certain employees with a fair, expeditious, and equitable procedure to resolve appeals of specified adverse employment actions. Since establishing the MSPB, Escambia County management and an employee committee have recommended several revisions to the ordinance to improve and streamline the appeal process. The Escambia County Sheriff's Office has also recommended amendments to the 2005 ordinance. Finally, budgetary constraints require elimination of two positions established by the ordinance (that are presently vacant).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The revisions to the Ordinance are being prepared by Ryan E. Ross, Assistant County Attorney.

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

MSPB Ordinance (2012 revisions)

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE ESCAMBIA COUNTY MERIT SYSTEM PROTECTION BOARD (MSPB); AMENDING CHAPTER 2, ARTICLE V, DIVISION 1, SECTION 2-205 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY ALTERING MSPB POWERS AND DUTIES; AMENDING CHAPTER 2, ARTICLE V, DIVISION 1, SECTION 2-206 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY ELIMINATING THE POSITIONS OF MSPB EXECUTIVE DIRECTOR AND MSPB SECRETARY AND REDEFINING THE DUTIES OF THE MSPB ATTORNEY; AMENDING CHAPTER 2, ARTICLE V, DIVISION 1, SECTION 2-207 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY CLARIFYING THE APPOINTMENT PROCEDURE AND TERMS OF SERVICE FOR MSPB MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2005, the Escambia County Board of County Commissioners established the Escambia County Merit System Protection Board ("MSPB") to provide an effective, systematic, and orderly method for the fair and equitable redress of certain employee appeals; and

WHEREAS, since its establishment, the MSPB has resolved several employee appeals involving both the Board of County Commissioners and the Escambia County Sheriff's Office; and

WHEREAS, during this time, Escambia County management and an employee committee have recommended changes to the 2005 ordinance to improve and streamline the MSPB appeal process; and

WHEREAS, the Escambia County Sheriff's Office has also proposed changes to the 2005 ordinance and to MSPB appeal procedures; and

WHEREAS, the Board further finds that certain amendments are necessary due to budgetary constraints; and

WHEREAS, because amending the ordinance will improve the employee appeal process, the Board finds that it promotes the general health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Chapter 2, Article V, Division 1, Section 2-205 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 2-205. Board establishment and powers.

(a) *Establishment.* This article is enacted by the Board of County Commissioners under the authority of Article VIII, Section 1 (f) of the Florida Constitution and Section 125.01, Florida Statutes with the express intent to implement an effective, systematic, and orderly method for the fair and equitable redress of County classified employee appeals through the establishment of the Escambia County Merit System Protection Board.

(b) *Powers.* The Merit System Protection Board shall:

1. Abide by the MSPB Rules and Procedures as adopted recommended by the MSPB and approved by the Board of County Commissioners. ~~The Board of County Commissioners shall enact such Interim Rules and Procedures for the MSPB as it deems necessary and proper for the administration of the Board until such time as the MSPB enacts its permanent official Rules and Procedures.~~
2. Have the authority to employ and discharge ~~any employee or contractor(s) on the MSPB staff~~ a Board Attorney. Any such decision will be by majority vote of the MSPB.
3. ~~Select a staff that will include:~~
~~One (1) part-time Executive Director (unclassified — 30 hours per week); and~~
~~One (1) full-time Board Secretary (unclassified — 40 hours per week); and~~

~~One (1) part time Board Attorney (contract one year renewable).~~

- ~~4. Abide by the classification, pay ranges, pay increases, recruitment, conditional job offers (CJO), and personnel support for these positions, which shall be exclusively developed and managed by the Servicing Personnel Office of the Board of County Commissioners and thereafter submitted to the participating Appointing Authorities for approval.~~
- ~~5. Be responsible for development of the rules and procedures and administrative policies of the MSPB.~~
- ~~6. Consult with the Human Resources Director of the Board of County Commissioners and request assistance for any personnel administrative support services for MSPB employees as may be required by the MSPB, e.g., recruitment, benefits, pay administration, salary surveys, etc.~~
73. Conduct quasi-judicial hearings involving involuntary demotions, suspensions without pay, ~~reductions in force involving reduction in pay or termination, or terminations, or violations of Merit System principles~~ upon timely request of any classified employee who has successfully completed the required initial probationary period. Such hearings are to be conducted in accordance with the Merit System Protection Board Rules and Procedures of Escambia County, which shall be promulgated as policy by the MSPB.
84. Conduct quasi-judicial hearings and render administrative decisions for the participating Appointing Authorities to determine whether or not to uphold the appealed disciplinary action of any eligible employee of that Appointing Authority.
 - a. The MSPB shall determine whether the participating Appointing Authority, Department Director, or other officer whose disciplinary action is being appealed had authority to exercise such action and did legally exercise such action for cause within the Rules and Procedures of the Escambia County Merit System Protection Board and the policies and procedures of the participating Appointing Authorities.

- b. If so found, the MSPB shall affirm the disciplinary action.
- c. In the event that the MSPB finds that the action appealed is contrary to the policies and procedures of the participating Appointing Authority and is not supported by the preponderance of the evidence, the MSPB shall reverse such disciplinary action, and shall restore all pay and benefits lost as a result of such disciplinary action. The MSPB shall not modify the terms and conditions of said action of the agency officer or participating Appointing Authority.
- d. The Board may ratify any mediated agreement between an Appointing Authority and its employee disposing of an appeal.

~~9. Recommend merit system principle violation, corrective action, or other disciplinary action to the respective Appointing Authority for an appeal's disposition.~~

405. Submit annual reports to the Board of County Commissioners and the participating Appointing Authorities concerning the finances, transactions, issues, caseloads, and business of the Merit System Protection Board.

416. Conduct or direct investigations when requested to do so by the participating Appointing Authorities on matters pertaining to classified employees.

427. Enter into any agreement or contract with the Federal Government or the State of Florida, or any agency or political subdivision of either, for the purpose of carrying out, or which in the judgment of the Board of County Commissioners may assist them in carrying out, the powers herein granted, or any of them.

438. Make all contracts, enter into all leases, execute all instruments, and do all things necessary, desirable or convenient to carry out the powers, duties, and purposes herein granted.

449. Sue and be sued in the name of the MSPB. A change in persons composing the MSPB shall not abate the suit, but it shall proceed as if had such change not taken place.

4510. Subpoena witnesses and evidence to hearings and take testimony under oath from all persons appearing before the MSPB.

(c) *Ethics.* The members of MSPB shall be subject to Part III, of Chapter 112, Florida Statutes, “the Code of Ethics for Public Officers and Employees” of the State of Florida, and the Escambia County Code of Ethics. In addition:-

1. To avoid the appearance of impropriety, bias, or prejudice, no member of the MSPB shall:
 - a. Preside, act, serve, deliberate, or vote in any case or proceeding in which the member has a financial interest;
 - b. Preside, act, serve, deliberate, or vote in any case or matter when the member has a family member that has a direct interest in the result of the case or matter;
 - c. Preside, act, serve, deliberate, or vote in any case or matter when the member has a family member who is employed by Escambia County in the participating Appointing Authority’s department that is involved in the case or matter.
2. A MSPB member, who has a relationship or interest in such case or matter that prohibits the member from sitting on such case or matter, should disqualify himself or herself and file a voting conflict memorandum pursuant to State law. If the member does not do so, any person appearing before the MSPB may object to a member participating in the case or matter.
3. If any subject-conflicted MSPB member does not disqualify himself or herself after such an objection is made, the MSPB, excluding the challenged member, will determine whether the member shall participate.

Section 2. Chapter 2, Article V, Division 1, Section 2-206 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 2-206: ~~Interim Executive Director, Board Secretary, and Board Attorney.~~

(a) *Offices Created.* There are is hereby created the Offices of Executive Director, ~~Board Secretary,~~ and Board Attorney of the Merit System Protection Board, all of whom shall serve at the pleasure of the MSPB.

~~(b) *Interim Appointments.* As of October 1, 2005, the Board of County Commissioners shall make such interim appointments to these offices as it deems necessary and appropriate to conduct the affairs of the board. Such interim appointments shall be subject to MSPB approval and shall be for a period of time not to exceed 120 days.~~

~~(c) *The Executive Director shall:*~~

- ~~1. *Attend the meetings of the Merit System Protection Board, be responsible for the operations and administration for the MSPB, record the official actions of the MSPB, supervise the MSPB's Secretary, publish MSPB agendas, provide public notices as required by law, and establish and develop the MSPB web site.*~~
- ~~2. *Provide information regarding the appeals process to Department Directors, Appointing Authorities, attorneys, and employees whenever necessary, or upon request by any of these parties.*~~
- ~~3. *Provide support, training, and information on conflict resolution to participating Appointing Authorities. Requests for assistance must be submitted by the respective Human Resources Department point of contact in such organization.*~~
- ~~4. *Monitor the terms of appointments of the MSPB members and ensure that the MSPB Secretary submits appropriate*~~

~~notices of term expiration to the participating Appointing Authorities and the Employee Committee Chair.~~

- ~~5. Ensure timely response to public records requests.~~
- ~~6. Prepare annual reports on behalf of the MSPB, as directed by the MSPB, or other reports as directed by the MSPB.~~
- ~~7. Perform duties and responsibilities as assigned by the MSPB.~~

~~(d) The MSPB Secretary shall:~~

- ~~1. Maintain all MSPB official records, including the Merit System Protection Board Rules and Procedures, and all documents submitted to the MSPB for action at monthly meetings, appeals files, and minutes of all meetings and hearings.~~
- ~~2. Maintain time and attendance records for MSPB members and the MSPB Attorney.~~
- ~~3. Submit appropriate notices of term expiration for the MSPB members to the participating Appointing Authorities and the Employee Committee Chair.~~
- ~~4. Perform duties and responsibilities as assigned.~~

(e) The Attorney for the Merit System Protection Board shall:

1. Be a licensed member in good standing of the Florida Bar and a certified mediator in the State of Florida. Preference for employment will be given to attorneys certified by the Florida Bar in Labor and Employment Law.
2. Attend the meetings of the MSPB and act as legal counsel to the Board in accordance with his or her one-year renewable contract with the Board.
3. Attend appeals hearings ~~and act as hearing officer for the Board.~~
4. Serve as mediator on employee disputes if agreed to by all of the parties.

5. Conduct informal voluntary mediation conferences in an effort to resolve appealable actions taken against classified employees by participating Appointing Authorities.
6. ~~Make~~ Assist the Board Chairperson in making evidentiary rulings ~~and rulings on motions subject to being overruled by the Board.~~
7. Defend or prosecute all legal MSPB actions, including appeals to the Circuit Court and other courts, on behalf of the MSPB.
8. Upon direction of the MSPB, subpoena witnesses and compel the production of documents, including, but not limited to, books, papers, audio/visual tapes, and computer-generated information, pertinent to any investigation or hearing authorized by MSPB Rules and Procedures.
9. Be responsible for the operations and administration of the MSPB, record the official actions of the MSPB, publish MSPB agendas, provide public notices as required by law, and establish and develop the MSPB website.
10. Monitor the terms of appointments of the MSPB members and ensure that the MSPB submits appropriate notices of term expiration to the participating Appointing Authorities and the Employee Committee Chair.
11. Ensure timely response to public records requests.
12. Prepare annual reports on behalf of the MSPB, as directed by the MSPB, or other reports as directed by the MSPB.
13. Maintain all MSPB official records, including the Merit System Protection Board Rules and Procedures, and all documents submitted to the MSPB for action at monthly meetings, appeals files, and minutes of all meetings and hearings.

Section 3. Chapter 2, Article V, Division 1, Section 2-207 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 2-207. Selection and terms of board members.

- (a) *Selection of Board Members.* The Merit System Protection Board will be composed of five (5) members. The members shall be selected as follows: one (1) by the Board of County Commissioners, ~~one (1) by the Sheriff,~~ one (1) by the Board of County Commissioners employees, and ~~one (1)~~ two (2) by the Sheriff's Department employees. These four (4) members shall select the fifth member. Employee representatives will be selected and designated by procedures set forth by each participating Appointing Authority.
- (b) *Additional Board Appointments.* The Merit System Protection Board membership may be increased from time-to-time by the addition of other Appointing Authorities from within the Escambia County government. Such additional Appointing Authorities' applications may be approved by a majority vote of the MSPB Board members. Any newly-approved Appointing Authority and its employees shall be represented as provided in this section.
- (c) *Qualifications of Board Members.* No person shall be appointed to Merit System Protection Board as a member who:
1. Has not been a resident of Escambia County for two (2) or more years preceding appointment to the MSPB.
 2. Is holding an elective or appointive office in federal, state, county, or municipal government provided that prior appointment as a member of the MSPB shall not disqualify a person from being reappointed hereto.
 3. Held political office in, or was a salaried or hourly employee of Escambia County during the twelve months (12) preceding appointment to the MSPB.

4. Is a member of the immediate family of a current employee or elected official of Escambia County.
5. Is a current officer of any union representing employees of Escambia County.
6. Is working for any vendor who has a current contractual agreement with any participating Appointing Authority.
7. Has been convicted of, or has had adjudication withheld of, a felony or any crime involving moral turpitude.

Qualifications must be maintained throughout the member's tenure or the member must resign his position on the MSPB.

(d) ~~Terms of Appointments; Vacancies. The initial members of the Merit System Protection Board shall serve staggered terms beginning on October 1, 2005.~~

1. For any MSPB member appointed prior to October 1, 2012, the length of the terms of appointment the initial members of the MSPB shall be as follows: two (2) members selected by the employees' groups shall serve three year terms; two (2) members selected by the Board of County Commissioners and the Sheriff shall serve two-year terms; the fifth member selected by the other four (4) members shall serve a three year term. Thereafter, members may be reappointed for two year terms beginning on October 1st of each year.
2. For any MSPB member appointed on or subsequent to October 1, 2012, the length of term of appointment is two (2) years.
23. No member shall serve more than two (2) consecutive two-year extensions terms. The maximum lifetime term of appointment will be ten (10) years.
3. ~~The MSPB Secretary shall submit appropriate notices of term expiration for the MSPB members to the participating Appointing Authorities or the Employee Committee Chair within one hundred twenty (120) days prior to the expiration of the member's appointment.~~

4. A member shall be reappointed within ninety (90) days prior to the expiration of the member's appointment. If the participating Appointing Authority chooses not to reappoint the member, the Appointing Authority shall appoint a new member within ninety (90) days prior to expiration of the current member's term.
5. A vacancy in Board membership caused by a member's death, resignation, disqualification, or other condition shall be filled for the remaining time of the original appointment in accordance with the participating Appointing Authorities' procedures for filling original appointments.

~~B.(e) *Chairperson and Vice-Chairperson.* At its initial meeting, and annually thereafter on or about October 1 of each year, the Merit System Protection Board shall elect one (1) member as Chairperson and another as Vice-Chairperson. In October of each year thereafter, the MSPB shall consider electing new officers.~~

1. The Chairperson shall preside over hearings and meetings of the MSPB. In the absence of the Chairperson, the Vice-Chairperson shall assume the duties of the Chairperson until a successor has been elected by the MSPB. In the event of death or resignation from the MSPB by the Chairperson or Vice-Chairperson, the MSPB shall not fill such vacancy until a new member has been appointed to the MSPB by the Appointing Authority or the employees of the Appointing Authority.
2. If the MSPB member serving in the capacity of Chairperson or Vice-Chairperson resigns from that office but remains on the MSPB, an election to fill such vacancy shall be held at the next monthly meeting following such resignation.

~~(f) *Compensation of Board Members.* At the discretion of the board of county commissioners, the merit system protection board members may receive a stipend for monthly meetings, which is in consideration of all duties, responsibilities, and expenses for each respective month. The board of~~

~~county commissioners may approve a monthly stipend by resolution. This stipend amount will be reviewed annually during the participating appointing authorities' budget cycle process. The MSPB members shall serve on a voluntary basis and shall not be financially compensated for their service.~~

- (g) *Removal of Board Members.* No members of Merit System Protection Board may be removed except for cause from office prior to a term's expiration.
1. Unless reappointed, all members shall be deemed removed from the Board upon expiration of their term. The participating Appointing Authority may remove its own current representative.
 2. Likewise, an employee representative may be removed as established by procedures set forth by the participating Appointing Authority.
 3. The at-large member may only be selected and removed by simple majority vote of the MSPB.
- (h) *Attendance.* Any member of the Merit System Protection Board shall be removed and replaced after being absent from more than three (3) unexcused meetings during any calendar year. The MSPB shall determine whether any member's absence is unexcused.
- (i) *Quorum.* A simple majority of the Merit System Protection Board members shall constitute a quorum for the conduct of business.
- (j) *Parliamentary Procedure.* Meetings of the Merit System Protection Board shall be governed by the most recent edition of Robert's Rules of Order Newly Revised in cases to which they are applicable, and in which they

are not inconsistent with this article or any Rules of Order enacted by the Merit System Protection Board.

(k) *Voting.* There shall be no voting abstentions, and all Merit System Protection Board members present must vote on every issue unless exempted by State law. Decisions shall be made by simple majority vote of those present.

(l) *Meetings.* The MSPB shall conduct its meetings in accordance with this article and State law.

1. The Merit System Protection Board shall meet a minimum of once per month on the second and/or fourth Tuesday of each month.

2. Special meetings may be called, when considered necessary by the Chairman, Board Attorney, or by a majority of the MSPB, provided due notice of such meetings, including time, place and the specific purpose for which such meetings are called, is given to each MSPB member and the public as provided by State law. The business of any special meeting is limited to the specific matters mentioned in the call.

3. The Merit System Protection Board meetings shall be governed by Section 286.011, Florida Statutes, the Government in the Sunshine Law, and Chapter 119, Florida Statutes, the Public Records Act.

Section 4. Severability.

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

Section 5. Inclusion in the Code.

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

Section 6. 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: ASST. COUNTY ATTORNEY
Date: APRIL 3, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2414

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: 5:32 p.m. Public Hearing to Adopt the Woodside Estates I & II Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Woodside Estates I & II Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Woodside Estates I & II 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 Woodside Estates I & II 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 180 properties, and of these, approximately 57.8% 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 \$106.46 for the first assessment (which covers 19 months) and \$61.13 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 approve and adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Woodside Estates Ordinance

ORDINANCE 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE WOODSIDE ESTATES I & II 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 Woodside Estates I & II 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 Woodside Estates I & II 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 180 properties in this proposed district and the property owners in the Woodside Estates I & II 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 Woodside Estates I & II 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 Woodside Estates I & II 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 Woodside Estates I & II 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 Woodside Estates I & II Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Woodside Estates I & II Subdivision Street Lighting District shall include the following:

A subdivision located in Section 21, Township 1 South, Range 31 West, Escambia County, classified by the Property Appraiser's records in Plat Book 16, Page 6 and Plat Book 16, Page 68 and Plat Book 17, Page 23 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 Woodside Estates I & II 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 Woodside Estates I & II 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: *Justin Neal*

Title: HCA

Date: 3/26/12

EXHIBIT A

Woodside Estates I

DESCRIPTION (PREPARED BY KJM SURVEYING):

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 66.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF WOODSIDE ROAD (66' R/W) AS FIELD MONUMENTED, ALSO BEING THE SOUTHEAST CORNER OF LOT 15, WOODSIDE ESTATES AS RECORDED IN PLAT BOOK 15, PAGE 93;

THENCE CONTINUE NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST ALONG SAME LINE A DISTANCE OF 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, OF SAID WOODSIDE ESTATES AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST ALONG SAME LINE A DISTANCE OF 565.01 FEET;

THENCE GO NORTH 03 DEGREES 16 MINUTES 58 SECONDS EAST A DISTANCE OF 1727.21 FEET;

THENCE GO SOUTH 87 DEGREES 06 MINUTES 12 SECONDS EAST A DISTANCE OF 315.92 FEET;

THENCE GO SOUTH 03 DEGREES 28 MINUTES 18 SECONDS WEST A DISTANCE OF 200.12 FEET;

THENCE GO SOUTH 87 DEGREES 04 MINUTES 27 SECONDS EAST A DISTANCE OF 249.76 FEET TO THE NORTHWEST CORNER OF LOT 1, OF SAID WOODSIDE ESTATES;

THENCE GO SOUTH 03 DEGREES 16 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID WOODSIDE ESTATES A DISTANCE OF 1527.69 FEET TO THE POINT OF BEGINNING .

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 21.23 ACRE MORE OR LESS.

Woodside Estates II – Phase I

DESCRIPTION: AS PREPARED BY THE UNDERSIGNED

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 03 DEGREES 18 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1993.46 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE GO NORTH 86 DEGREES 59 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 1313.27 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2;
THENCE GO NORTH 03 DEGREES 10 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION A DISTANCE OF 119.95 FEET;
THENCE GO SOUTH 86 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 376.84 FEET;
THENCE GO NORTH 03 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 160.00 FEET;
THENCE GO NORTH 57 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 85.87 FEET;
THENCE GO SOUTH 86 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 210.93 FEET;
THENCE GO NORTH 03 DEGREES 10 MINUTES 13 SECONDS EAST A DISTANCE OF 1462.45 FEET;
THENCE GO NORTH 39 DEGREES 51 MINUTES 51 SECONDS WEST A DISTANCE OF 68.23 FEET;
THENCE GO NORTH 03 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 140.51 FEET;
THENCE GO SOUTH 87 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 391.05 FEET;
THENCE GO NORTH 03 MINUTES 16 MINUTES 58 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF WOODSIDE ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 16, PAGE 6 AND ALSO THE SOUTHWEST CORNER OF WOODSIDE ESTATES AS RECORDED IN PLAT BOOK 15, PAGE 93 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 87 DEGREES 01 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF SAID WOODSIDE ESTATES A DISTANCE OF 316.01 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 33.34 ACRES MORE OR LESS.

Woodside Estates II – Phase II

DESCRIPTION:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF WOODSIDE ESTATES AS RECORDED IN PLAT BOOK 15 AT PAGE 93 OF THE OFFICIAL RECORDS OF SAID COUNTY A DISTANCE OF 316.01 FEET TO THE SOUTHWEST CORNER OF SAID WOODSIDE ESTATES ALSO BEING THE SOUTHEAST CORNER OF WOODSIDE ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 16 AT PAGE 6 OF THE OFFICIAL RECORDS OF SAID COUNTY;
THENCE GO SOUTH 03 DEGREES 18 MINUTES 58 SECONDS WEST A DISTANCE OF 10.00 FEET;
THENCE GO NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST A DISTANCE OF 391.05 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST A DISTANCE OF 173.95 FEET;
THENCE GO NORTH 03 DEGREES 16 MINUTES 58 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF SAID WOODSIDE ESTATES FIRST ADDITION;
THENCE GO NORTH 87 DEGREES 01 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 436.13 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE GO SOUTH 03 DEGREES 10 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1872.52 FEET;
THENCE GO SOUTH 86 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 376.84 FEET;
THENCE GO NORTH 03 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 160.00 FEET;
THENCE GO NORTH 57 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 85.87 FEET;
THENCE GO SOUTH 86 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 210.93 FEET;
THENCE GO NORTH 03 DEGREES 10 MINUTES 13 SECONDS EAST A DISTANCE OF 1462.45 FEET;
THENCE GO NORTH 39 DEGREES 51 MINUTES 51 SECONDS WEST A DISTANCE OF 68.23 FEET;
THENCE GO NORTH 03 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 140.51 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND LYING AND BEING IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 28.71 ACRES MORE OR LESS.



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

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

AI-2474

11.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the April 12, 2012, C/W Workshop, recommends that the Board adopt the following two Resolutions concerning alternative fisheries management strategies and non-native exotic species in the Gulf of Mexico (C/W Item 8):

A. The Resolution supporting amending the Magnuson-Stevens Fishery Conservation and Management Act to provide for the development of sound alternative fisheries management strategies for the Gulf of Mexico, including, but not limited to, establishing red snapper stock baseline at levels supported by quantitative data and authorizing state and/or local governments to establish special Fishing Opportunity Zone pilot projects, wherein new fisheries habitat may be created and alternative fisheries management strategies may be developed, implemented, tested, and evaluated; and

B. The Resolution supporting elimination of regulatory restrictions and requirements applicable to the removal of lionfish, black tiger shrimp, zebra mussels, green mussels, and other non-native exotic species in the aquatic, estuarine, and marine ecosystems of the Gulf of Mexico, and requesting the Florida Fish and Wildlife Conservation Commission, Gulf of Mexico Fisheries Management Council, National Marine Fisheries Service, and other state and federal fisheries management agencies to exempt the removal of non-native exotic species from any and all fisheries management regulations, licensing requirements, or other regulatory restrictions for persons and vessels engaged solely in the removal of exotic species with otherwise authorized harvesting devices.

Attachments

#11

RESOLUTION NUMBER R2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING ALTERNATIVE FISHERIES MANAGEMENT STRATEGIES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, marine recreational and commercial fisheries are vital components of a healthy food supply, recreation, and quality of life for the citizens of Escambia County; and

WHEREAS, marine recreational and commercial fisheries provide a renewable resource capable of sustainable production, while providing extractive and consumptive uses; and

WHEREAS, development, implementation and reauthorization of the Magnuson-Stevens Fishery Management and Conservation Act is the primary legislation regarding marine fisheries resource management; and

WHEREAS, state and federal fisheries management agencies have applied traditional freshwater fisheries regulatory methodologies for management of marine fisheries in the deeper waters of the Gulf of Mexico resulting in significant negative impacts to marine ecosystems; and

WHEREAS, differing state and federal fishery regulations have created complex, confusing, and conflicting possession limits; and

WHEREAS, external economic factors have caused a significant decline in recreational fishery participation; and

WHEREAS, the separation of commercial and recreational fishery "sectors" coupled with limited access programs and policies have truncated commercial/for-hire fishery participation; and

WHEREAS, artificial reefs and other man-made structures have increased available reef fishing habitats and fishing opportunities; and

WHEREAS, GPS and other technological advances provide alternatives to document compliance with alternative fisheries management strategies; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, welfare of the citizens of Escambia County that the County support the development of alternative fisheries management strategies for the Gulf of Mexico.

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

- Section 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.
- Section 2.** That the Escambia County Board of County Commissioners supports alternative fisheries management strategies for the Gulf of Mexico to include authorizing state and/or local governments to establish special Fishing Opportunity Zone pilot projects, wherein new fisheries habitat may be created and alternative fisheries management strategies may be developed, implemented, tested and evaluated.
- Section 3.** That the Escambia County Board of County Commissioners supports amending the Magnuson-Stevens Fishery Conservation and Management Act to provide for the development of sound alternative fisheries management strategies, including, but not limited to, establishing red snapper stock baseline at levels supported by quantitative data.
- Section 4.** That the Escambia County Board of County Commissioners hereby directs the Clerk forward a copy of this resolution to Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission, and Stephen Bortone, Executive Director, Gulf of Mexico Fisheries Management Council.
- Section 5.** That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2012.

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

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: *Justin Hud*
Title: HCF
Date: 4/11/12

RESOLUTION NUMBER R2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING ELIMINATION OF REGULATORY RESTRICTIONS AND REQUIREMENTS APPLICABLE TO THE REMOVAL OF NON-NATIVE EXOTIC SPECIES TO FACILITATE AND ENCOURAGE VOLUNTEER REMOVAL EFFORTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, naturally-functioning aquatic, estuarine and marine ecosystems are vital components of a healthy food supply, marine recreation, and quality of life for the citizens of Escambia County; and

WHEREAS, non-native exotic species pose a serious threat to naturally-functioning aquatic, estuarine and marine ecosystems; and

WHEREAS, such species as lionfish, black tiger shrimp, zebra mussels, green mussels and other non-native exotic species have been identified in the Gulf of Mexico; and

WHEREAS, private citizens should be encouraged to assist in the removal of such non-native exotic species whenever possible; and

WHEREAS, eliminating any fisheries management regulations, licensing requirements or other regulatory restrictions will serve to facilitate and encourage public participation in the removal of non-native exotic species; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, welfare Escambia County that the County support the elimination of regulatory restrictions and requirements applicable to the removal of non-native exotic species to facilitate and encourage volunteer removal efforts; and

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the Escambia County Board of County Commissioners supports the elimination of regulatory restrictions and requirements applicable to the removal of non-native exotic species in the aquatic, estuarine and marine ecosystems of the Gulf of Mexico.

Section 3. That the Escambia County Board of County Commissioners encourages and requests the Florida Fish and Wildlife Conservation Commission,

Gulf of Mexico Fisheries Management Council, National Marine Fisheries Service, and other state and federal fisheries management agencies to exempt the removal of non-native exotic species from any and all fisheries management regulations, licensing requirements or other regulatory restrictions for persons and vessels engaged solely in the removal of exotic species with otherwise authorized harvesting devices.

Section 4. That the Escambia County Board of County Commissioners hereby directs the Clerk forward a copy of this resolution to Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission, and Stephen Bortone, Executive Director, Gulf of Mexico Fisheries Management Council.

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

ADOPTED this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By: Kristina Huel

Title: ACFT

Date: 4/11/12



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-2426 **Clerk & Comptroller's Report** **12. 1.**
BCC Regular Meeting
Meeting Date: 04/17/2012
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 eight reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date April 13, 2012, in the amount of \$2,081,103.55;

B. The following two Disbursement of Funds:

(1) March 29, 2012, to April 4, 2012, in the amount of \$13,218,658.20; and

(2) April 5, 2012, to April 11, 2012, in the amount of \$1,228,186.79;

C. Tourist Development Tax Collections Data for the February 2012 returns received in the month of March 2012; this is the sixth month of collection in Fiscal Year 2012, and the total collected for the month of February 2012 was \$360,302, which is an 11.86% increase over collections during February 2011; overall collections of \$2,101,725 for the six months of returns in Fiscal Year 2012 are 8.64% higher than this same time period last Fiscal Year;

D. Budget Comparison Reports for six (6) months, or 50.00%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of March 31, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of March 31, 2012; and

(3) General Fund graph of two-year comparison of actual revenues vs. actual expenditures as of March 31, 2012; and

E. The Investment Report for the month ended March 31, 2012 (**backup to be distributed under separate cover**).

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: April 13, 2012

Check No:	\$0.00
Direct Deposits:	\$1,102,167.91
Total Deductions and Matching Costs:	\$978,935.64
Total Expenditures:	\$2,081,103.55

2012 APR 12 A 11:40
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



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

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & 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:

03/29/12 to 04/04/12

DISBURSEMENTS

Computer check run of:

<u>04/04/12</u>	\$ <u>2,849,181.03</u>
<u>L-Vendor</u>	\$ <u>49,536.91</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>1,960,112.12</u>
Elected Official	\$ <u>8,308,675.25</u>
Preferred Governmental Claims	\$ <u>51,152.89</u>

Total Disbursement by Wire

\$ 10,319,940.26

TOTAL DISBURSEMENTS

\$ 13,218,658.20

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.

2012 APR -4 P 3:55
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

04/05/12 to 04/11/12

DISBURSEMENTS

Computer check run of:

<u>04/11/12</u>	\$ <u>1,121,956.87</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 20,964.34

Civic Center \$ 85,265.58

Total Disbursement by Wire

\$ 106,229.92

TOTAL DISBURSEMENTS

\$ 1,228,186.79

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.

THE BOARD OF
 ESCAMBIA COUNTY, FL
 APR 11 2 38 PM '12



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: April 11, 2012

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2012 returns received in the month of March 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the sixth month of collection in fiscal year 2012.

- ✓ Total collected for the February 2012 returns was \$360,302. This is an 11.86% increase over the February 2011 returns.
- ✓ Overall collections of \$2,101,725 for the six months of returns in fiscal 2012 are 8.64% higher than this same time period last fiscal year.

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

PLS/nac

2012 APR 12 A 7:50
 CLERK OF THE BOARD OF COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBA COUNTY FLORIDA
 AS OF MARCH 31, 2012

Zip Code	Fiscal Year 2012	Fiscal Year 2011	Difference	% Change
	YTD Collected	YTD Collected		
32501	61,395	104,426	(43,030)	-41%
32502	132,430	100,835	31,595	31%
32503	8,198	8,398	(200)	-2%
32504	389,277	365,242	24,035	7%
32505	104,297	99,811	4,486	4%
32506	85,454	77,661	7,793	10%
32507	232,249	221,118	11,131	5%
32514	173,586	166,128	7,458	4%
32526	92,447	94,714	(2,267)	-2%
32534	52,940	57,491	(4,550)	-8%
32535	973	1,031	(58)	-6%
32561	767,854	637,682	130,172	20%
32562	-	-	-	0%
32577	625	-	625	100%
Total	\$ 2,101,725	\$ 1,934,537	\$ 167,188	9%

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

Month of Collection	Zip Code									
	32601		32602		32503		32604		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
Total	\$ 61,395	3%	132,430	6%	\$ 8,198	0%	\$ 389,277	19%	\$ 104,297	5%

Month of Collection	Zip Code									
	32506		32507		32614		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
Total	\$ 85,454	4%	\$ 232,249	11%	\$ 173,586	8%	\$ 92,447	4%	\$ 52,940	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32635		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
Total	\$ 973	0%	\$ 767,854	37%	\$ -	0%	\$ 625	0%	2,101,725	100%

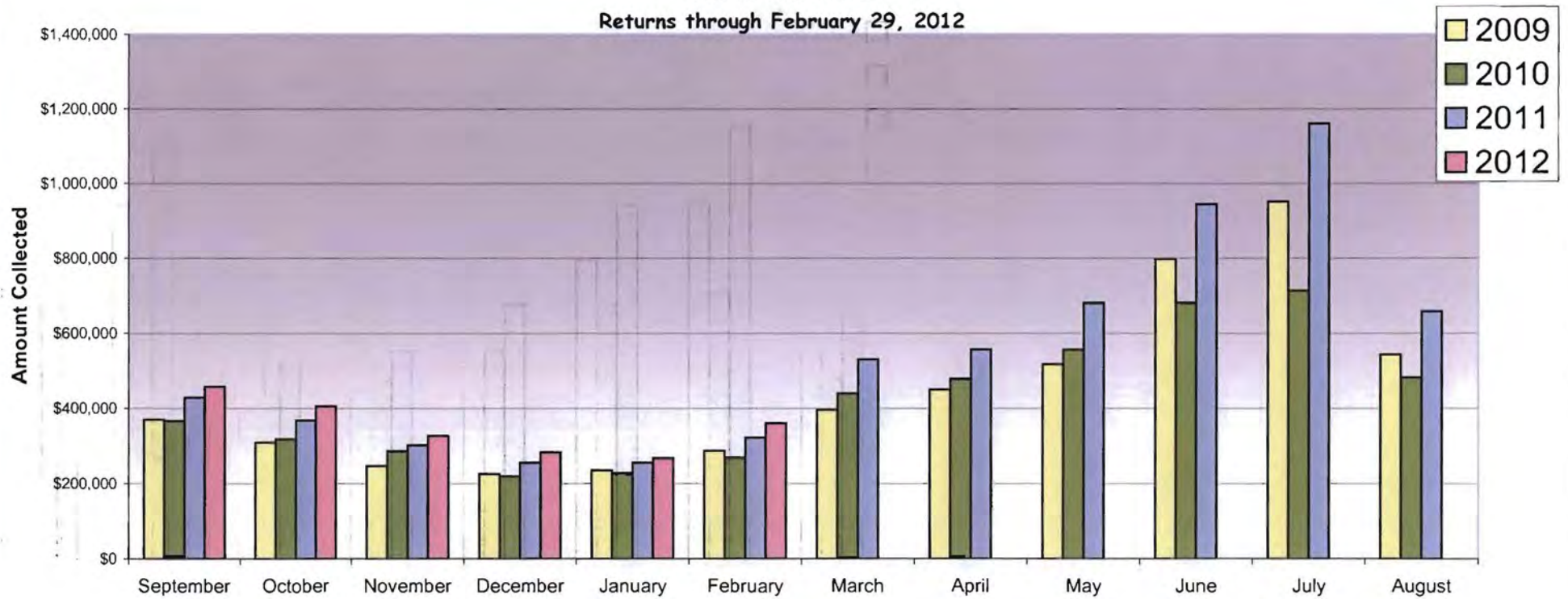
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF MARCH 31, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
Total	\$ 104,426	5%	\$ 100,835	5%	\$ 8,398	0%	\$ 365,242	19%	\$ 99,811	5%

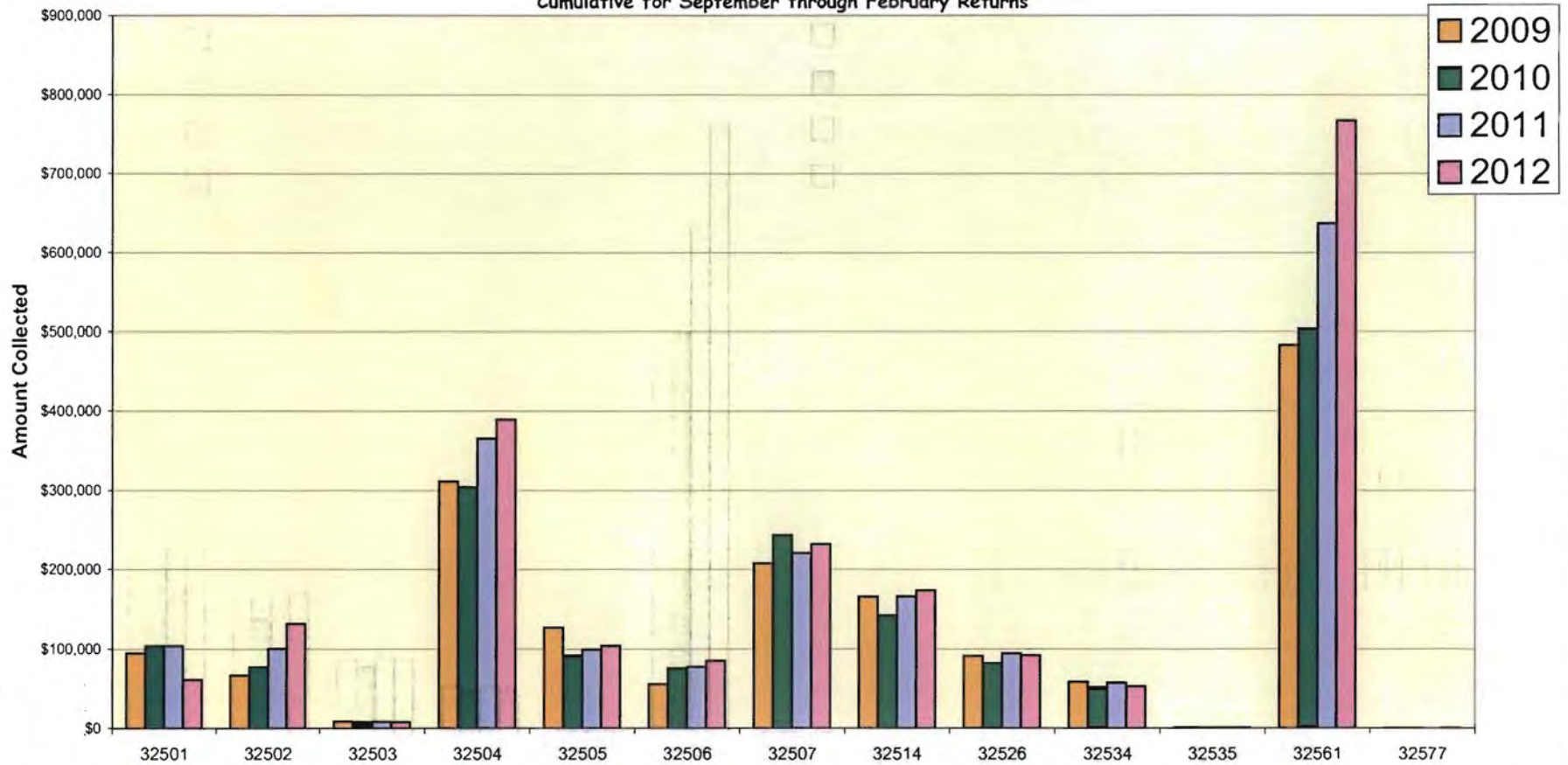
Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
Total	\$ 77,661	4%	\$ 221,118	11%	\$ 166,128	9%	\$ 94,714	5%	\$ 57,491	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
Total	\$ 1,031	0%	\$ 637,682	33%	\$ -	0%	\$ -	0%	\$ 1,934,537	100%

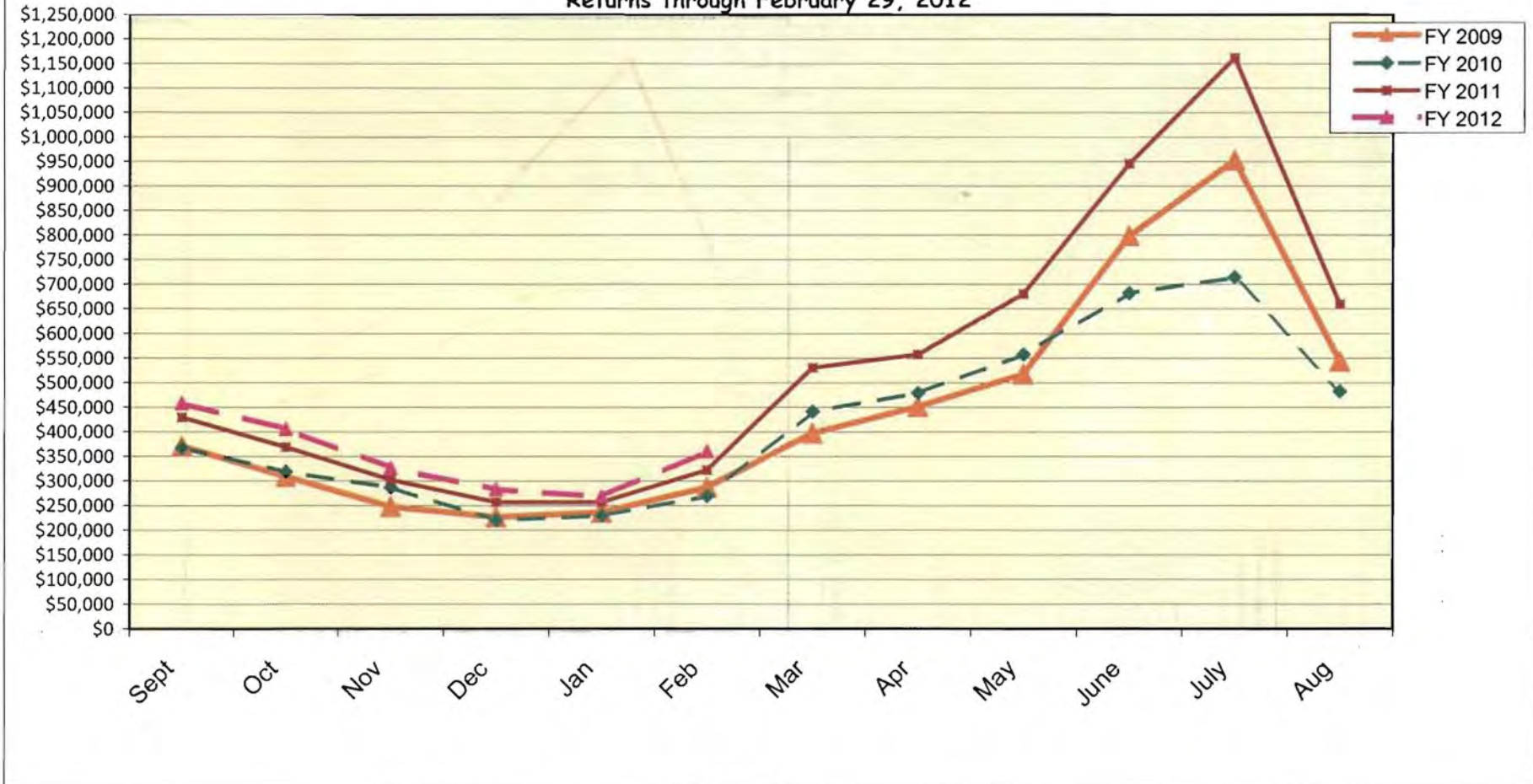
Tourist Development Tax Collections
Fiscal Year 2012
Returns through February 29, 2012



Tourist Development Tax Collections
Comparison on a Monthly Basis
Cumulative for September through February Returns



**TOURIST DEVELOPMENT TAX
4 YEAR TRENDLINE
Fiscal Year 2012
Returns through February 29, 2012**



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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*	2012*
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637
NOV	OCT	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579
DEC	NOV	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845
JAN	DEC	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164
FEB	JAN	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843
MAR	FEB	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226
TOTAL		1,000,606	1,126,946	1,311,005	1,424,173	1,254,377	1,304,594	1,255,810	1,265,908	1,450,903	1,576,294

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

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546
NOV	OCT	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526
DEC	NOV	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615
JAN	DEC	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721
FEB	JAN	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948
MAR	FEB	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075
TOTAL		323,818	364,476	433,543	472,562	418,126	434,865	418,603	421,969	483,634	525,431

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



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

2012 APR 12 A 8:16
 THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER

DATE: April 11, 2012

SUBJECT: Budget Comparison Reports October 1, 2011 through March 31, 2012

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for six (65) months, or 50.00%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of March 31, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of March 31, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of March 31, 2012.

PLS/nac

Budget to Actual Summary Report
For the fiscal year 2012
as of March 31, 2012
6 months or 50% of Fiscal Year

CRI-1

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,368,685	\$ 175,764,038	\$ 99,364,795	57%	\$ 77,463,276	44%	\$21,901,519
101 Esc. County Restricted	293,382	21,080	1,272,266	1,586,728	156,007	10%	151,289	10%	4,718
102 Economic Development	2,765,000	131,438	1,626,128	4,522,566	295,377	7%	427,856	9%	(132,479)
103 Code Enforcement	2,188,239	0	972,453	3,160,692	576,866	18%	1,144,925	36%	(568,059)
104 Mass Transit	9,030,374	0	1,490,808	10,521,182	4,327,656	41%	3,974,196	38%	353,460
106 Mosquito Control	18,396	0	45,163	63,559	4,683	7%	6,947	11%	(2,264)
108 Tourist Promotion	5,758,178	2,597,408	1,861,847	10,217,433	3,591,394	35%	3,837,144	38%	(245,750)
110 Grants Fund	8,728,639	2,115,213	6,536,065	17,379,917	3,905,192	22%	4,583,778	26%	(678,586)
112 Disaster Recovery	0	0	0	0	11,494,405	n/a	0	n/a	11,494,405
114 Misdemeanor Probation	2,330,518	0	257,628	2,588,146	1,243,857	48%	1,025,409	40%	218,448
115 Article V	3,322,595	89,951	3,454,597	6,867,143	1,281,256	19%	1,821,810	27%	(540,554)
116 Development Review Fees	255,250	0	110,967	366,217	118,244	32%	110,259	30%	7,985
117 Perdido Key Beach Mouse	0	0	130,196	130,196	6,767	n/a	0	n/a	6,767
120 SHIP	160,000	0	476,864	636,864	178,470	28%	172,828	27%	5,642
121 Law Enforcement Trust	0	0	598,378	598,378	212,218	n/a	109,639	n/a	102,579
124 Affordable Housing Grant	1,732,212	857,931	1,629,377	4,219,520	1,010,078	24%	1,208,297	29%	(198,219)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	1,763,227	28%	1,649,723	26%	113,504
130 Handicapped Parking	19,000	0	195,945	214,945	17,852	8%	5,419	3%	12,433
131 Family Mediation	100,000	0	17,622	117,622	604	1%	1,931	2%	(1,327)
143 Fire Protection Fund	11,186,061	0	462,404	11,648,465	8,891,796	76%	4,940,622	42%	3,951,174
145 E-911	1,448,750	17,500	1,701,635	3,167,885	374,502	12%	825,912	26%	(451,410)
146 HUD-CDBG Housing Rehab	50,000	0	39,981	89,981	507	1%	(740)	-1%	1,247
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	827,567	19%	807,760	18%	19,807
151 Community Redevelopment	1,767,073	296,449	3,840,692	5,904,214	609,004	10%	585,125	10%	23,879
152 Southwest Sector	0	3,336,781	1,028,164	4,364,945	10,901	0%	111,665	3%	(100,764)
167 Bob Sikes Toll	2,707,500	0	1,274,855	3,982,355	1,464,383	37%	1,113,478	28%	350,905
175 Transportation Trust	19,870,212	909,488	2,586,480	23,366,180	9,715,110	42%	9,784,995	42%	(69,885)
177 StreetLighting and Road MSBU	748,553	0	373,275	1,121,828	685,736	61%	280,208	25%	405,528

Budget to Actual Summary Report
For the fiscal year 2012
as of March 31, 2012
6 months or 50% of Fiscal Year

CRI-1

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
181 Master Drainage	58,829	117,852	876,301	1,052,982	41,485	4%	135,353	13%	(93,868)
203 Debt Service	9,961,141	0	0	9,961,141	52,658,111	529%	51,490,541	517%	1,167,570
320 FTA Grants	0	0	2,779,444	2,779,444	5,581	0%	40,973	1%	(35,392)
333 New Road Construction	0	0	256,447	256,447	1,087	0%	160,151	62%	(159,064)
351 LOST II	0	4,765,306	10,601,136	15,366,442	20	0%	16,246,371	106%	(16,246,351)
352 LOST III	34,420,900	18,288,019	59,721,569	112,430,488	31,269,662	28%	21,934,508	20%	9,335,154
401 Solid Waste	19,342,566	0	4,390,880	23,733,446	5,484,391	23%	7,056,438	30%	(1,572,047)
406 Inspections	2,639,118	0	1,767,149	4,406,267	940,257	21%	1,211,219	27%	(270,962)
408 EMS	13,719,127	0	11,221,769	24,940,896	6,702,532	27%	5,063,460	20%	1,639,072
409 Civic Center	6,934,743	0	587,018	7,521,761	3,568,253	47%	4,627,165	62%	(1,058,912)
501 Internal Service Fund	26,131,936	0	5,820	26,137,756	7,741,074	30%	5,228,992	20%	2,512,082
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 125,797,134	\$ 532,009,141	\$ 260,540,907	49%	\$ 229,338,922	43%	

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

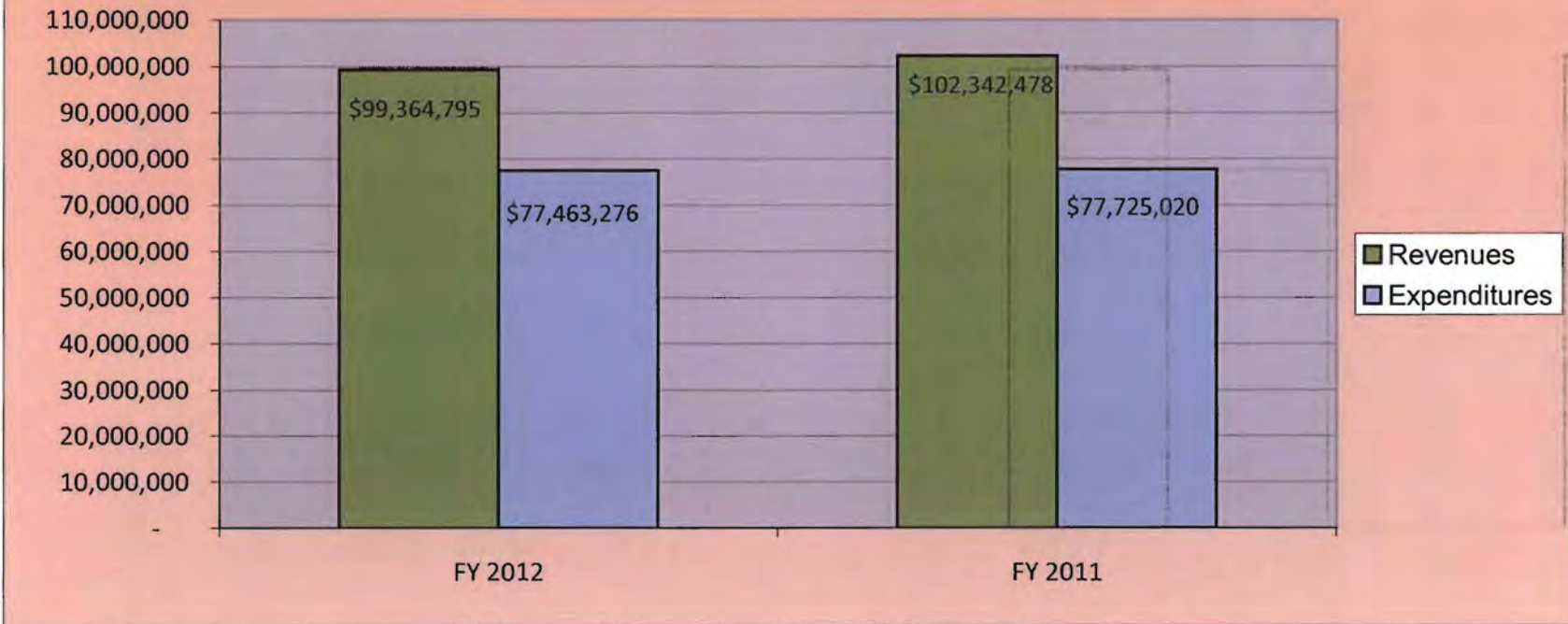
**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of March 31, 2012
6 months or 50% of Fiscal Year**

Fund #	Fund Name	Actual Revenue Oct - Mar Fiscal 2012	Actual Revenue Oct - Mar Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Mar Fiscal 2012	Actual Expenditures Oct - Mar Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 99,364,795	\$ 102,342,478	-3%	\$ 77,463,276	\$ 77,725,020	0%
101	Esc. County Restricted	156,007	139,780	12%	151,289	163,639	-8%
102	Economic Development	295,377	329,465	-10%	427,856	77,570	452%
103	Code Enforcement	576,866	1,140,782	-49%	1,144,925	860,349	33%
104	Mass Transit	4,327,656	3,702,282	17%	3,974,196	3,080,608	29%
106	Mosquito Control	4,683	9,528	-51%	6,947	-	100%
108	Tourist Promotion	3,591,394	1,942,501	85%	3,837,144	2,341,749	64%
110	Grants Fund	3,905,192	1,342,284	191%	4,583,778	1,554,942	195%
112	Disaster Recovery	11,494,405	690,946	1564%	-	-	n/a
114	Misdemeanor Probation	1,243,857	1,264,960	-2%	1,025,409	1,058,738	-3%
115	Article V	1,281,256	1,320,187	-3%	1,821,810	1,161,778	57%
116	Development Review Fees	118,244	141,249	-16%	110,259	82,214	34%
117	Perdido Key Beach Mouse	6,767	547	1137%	-	-	n/a
120	SHIP	178,470	44,643	300%	172,828	-	100%
121	Law Enforcement Trust	212,218	180,775	17%	109,639	105,423	n/a
124	Affordable Housing Grant	1,010,078	22,640	4361%	1,208,297	160,387	653%
129	CDBG/HUD	1,763,227	1,838,330	-4%	1,649,723	1,397,545	18%
130	Handicapped Parking	17,852	9,545	87%	5,419	45,880	-88%
131	Family Mediation	604	513	18%	1,931	2,778	-30%
143	Fire Protection Fund	8,891,796	8,284,692	7%	4,940,622	5,611,099	-12%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of March 31, 2012
6 months or 50% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Mar Fiscal 2012	Actual Revenue Oct - Mar Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Mar Fiscal 2012	Actual Expenditures Oct - Mar Fiscal 2011	Incr/ -Dec from Fiscal 2011
145	E-911	374,502	245,016	-53%	825,912	664,140	24%
146	HUD-CDBG Housing Rehab	507	177	186%	(740)	-	n/a
147	HUD-Home Fund	827,567	794,563	4%	807,760	695,159	16%
151	Community Redevelopment	609,004	635,694	-4%	585,125	765,404	-24%
152	Southwest Sector	10,901	86,757	-87%	111,665	186,425	-40%
167	Bob Sikes Toll	1,464,383	1,433,396	2%	1,113,478	1,226,879	-9%
175	Transportation Trust	9,715,110	10,672,098	-9%	9,784,995	8,957,688	9%
177	StreetLighting and Road MSBU	685,736	698,504	-2%	280,208	258,458	8%
181	Master Drainage	41,485	33,049	26%	135,353	287,216	-53%
203	Debt Service	52,658,111	4,009,365	1213%	51,490,541	2,845,531	1710%
320	FTA Grants	5,581	411,033	-99%	40,973	14,198	189%
333	New Road Construction	1,087	1,667	-35%	160,151	199,612	-70%
351	LOST II	20	16,712	-100%	16,246,371	3,442,043	372%
352	LOST III	31,269,662	13,483,890	132%	21,934,508	11,711,960	87%
401	Solid Waste	5,484,391	6,255,787	-12%	7,056,438	1,690,690	317%
406	Inspections	940,257	878,801	7%	1,211,219	1,238,991	-2%
408	EMS	6,702,532	5,771,067	16%	5,063,460	4,948,054	2%
409	Civic Center	3,568,253	3,191,495	12%	4,627,165	4,081,908	100%
501	Internal Service Fund	7,741,074	7,256,319	7%	5,228,992	4,725,909	11%
	TOTALS	\$ 260,540,907	\$ 180,623,517	44%	\$ 229,338,922	\$ 143,369,984	60%

Two Year Comparison General Fund Only Actual Revenues vs. Actual Expenditures October through March



Note: Revenues fell by about \$2 million, while expenditures remained fairly constant.



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-2451

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Meeting Date: 04/17/2012

Issue: Disposition of Records

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 482*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 479 through 481), for the period October 4, 2011, through December 15, 2011, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

CR I-2

RECORDS DISPOSITION DOCUMENT

NO. 482

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS
 HONORABLE ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 190 GOVERNMENTAL CENTER
 PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)
 JANICE MCELROY
 ARCHIVES AND RECORDS DIVISION
 (CLERK TO THE BOARD)
 (850) 595 - 4149 Ext.

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

- a. Destruction
 b. Microfilming and Destruction
 c. Other _____

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

ERNIE LEE MAGAHA
Escambia County Florida Clerk of the Circuit Court & Comptroller

 Signature

 Name and Title

 Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32a	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 479 through 481)		10/4/2011 - 12/15/2011	3.0	

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

 Custodian/Records Management Liaison Officer Date

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

 Signature Date

 Name and Title

 Witness



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

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

AI-2428 **Clerk & Comptroller's Report** **12. 3.**

BCC Regular Meeting

Meeting Date: 04/17/2012

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 documents provided to the Clerk to the Board's Office:

- A. The letter, dated March 26, 2012, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District (NFWWMD), advising that the NFWWMD's audited financial statements for the fiscal year ended September 30, 2011, are available and can be viewed on the District's website at www.nfwwmd.state.fl.us, as received in the Clerk to the Board's Office on March 29, 2012;
- B. A copy of the verbatim transcript of the Conflict Resolution Proceedings among City of Pensacola, Escambia County, and City of Gulf Breeze Officials, held March 21, 2012, as prepared by Terry R. Hoffman, Court Reporter, and received in the Clerk to the Board's Office, via email from Janet Matteson, Legal Assistant, City of Pensacola, on March 27, 2012;
- C. A fully executed copy of the Joint Resolution of the Coastal Counties of the Northwest Florida Panhandle Region, relating to the Deepwater Horizon Oil Spill in the Gulf of Mexico; requesting support for certain Federal legislation (House Bill 3096), as adopted by the Board on November 3, 2011, and provided by Becky Azelton, District 4 Commissioner's Aide, on March 22, 2012; and
- D. The *Public Disclosure of Interest* concerning Escambia County v. Daniel Bailey, as personal representative of the Estate of Winston C. Bailey, et al., Case No. 2011 CA 000962, regarding the acquisition of property for the site of a system of groundwater monitoring wells located south of the Perdido Landfill, by eminent domain, as approved by the Board on April 7, 2011, and received in the Clerk to the Board's Office on April 4, 2012.

Attachments

CR I-3



Douglas E. Barr
Executive Director

Northwest Florida Water Management District

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

(850) 539-5999 • (Fax) 539-2777

March 26, 2012

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

FINANCE ADMINISTRATION
2012 MAR 29 P 2:00
FINANCE ADMINISTRATION
ERNEST LEHAGAHIA
CLERK OF DISTRICT COURT
HAVANA, FLORIDA

Dear Sir/Madam:

The Northwest Florida Water Management District's audited financial statements for the fiscal year ended September 30, 2011 are available for viewing on our website at www.nwfwmd.state.fl.us in the Business & Finance section.

If you have any questions or would like to request a hard copy of the report, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting at 850-539-5999.

Very truly yours,

Jean Whitten
Director, Division of Administration

JW:ab

GEORGE ROBERTS
Chair
Panama City

PHILIP K. McMILLAN
Vice Chair
Blountstown

STEVE GHAZVINI
Secretary/Treasurer
Tallahassee

PETER ANTONACCI
Tallahassee

STEPHANIE BLOYD
Panama City Beach

JOYCE ESTES
Eastpoint

TIM NORRIS
Santa Rosa Beach

JERRY PATE
Pensacola

RALPH RISH
Port St. Joe

Doris Harris

From: Janet Matteson [JMatteson@cityofpensacola.com]
Sent: Tuesday, March 27, 2012 3:49 PM
To: dharris@escambiaclerk.com
Subject: File: A11-00462 Gas Pipeline - Dispute with Escambia County & Gulf Breeze
Attachments: 00007775.pdf

Doris:

Per you request, attached is the transcript of the conflict resolution meeting held on March 21, 2012.

Thanks,
Janet Matteson, Legal Assistant

** Attached file(s):
Conflict Resolution Proceedings - March 21, 2012 (00007775.pdf)

CONFLICT RESOLUTION PROCEEDINGS

March 21, 2012

5:30 p.m.

Hagler-Mason Conference Room
Second Floor, City Hall
Pensacola, Florida

PRESENT:

City of Pensacola

Sam Hall, Council Member
John Jerralds, Council Member
Ronald W. Townsend, Council Member
P. C. Wu, Council Member
Megan Pratt, Council Member
Sherry Myers, Council Member
James Messer, City Attorney

Escambia County

Marie Young, Commissioner
Kevin White, Commissioner
Wilson Robertson, Commissioner
Alison Rogers, County Attorney
Ryan Ross, Assistant County Attorney
Randy Oliver, County Administrator

Terry R. Hoffman

COURT REPORTER

217 East Intendencia Street
Pensacola, Florida 32502

(850) 436-6670 ~ FAX (850) 434-0303

TerryHoffman@cox.net

City of Gulf Breeze

**Beverly Zimmern, Mayor
Dana Morris, Council Member
Joe Henderson, Council Member
David Landfair, Council Member
Matt A. Dannhelsser, City Attorney
Edwin A. Eddy, City Manager
Vernon Prather, Director, Public Services
Thomas Lambert, Assistant Director, Public Services**

1 March 21, 2012

Pensacola, Florida

2 * * *

3 COUNCILMAN HALL: I want to thank everybody
4 for showing up to this meeting today, most members of
5 the governing bodies of Gulf Breeze, Escambia County,
6 and the City, and certainly the members of the public.
7 At the end of our discussions here today we will open
8 it up to the public. I can't guarantee that you will
9 have a quorum from some of the bodies, but the City of
10 Pensacola is going to hang tough with you and take
11 your comments. But one of the things I wanted to do
12 before I turn it over to Pensacola's City Attorney is
13 just ensure that we've got a quorum from each of the
14 three governing bodies.

15 For the City of Pensacola we've got Mr. John
16 Jerralds, Dr. Wu, myself, Sam Hall, Larry Johnson and
17 Dr. Pratt, and our legal counsel -- he's not part of
18 that quorum -- Mr. Jim Messer.

19 From Escambia County we have Mr. Wilson
20 Robertson --

21 COUNTY ADMINISTRATOR OLIVER: Randy Oliver.

22 COUNCILMAN HALL: Just introduce yourselves
23 from Escambia County. Randy Oliver --

24 COUNTY ADMINISTRATOR OLIVER: Randy Oliver,
25 County Administrator.

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1 COUNCILMAN HALL: Ms. Young, Mr. White,
2 Counsel Rogers, Counsel --

3 ASSISTANT COUNTY ATTORNEY ROSS: Assistant
4 County Attorney Ryan Ross.

5 COUNCILMAN HALL: And from Gulf Breeze we
6 have Mayor Beverly Zimmern. Would you introduce your
7 crowd, please?

8 MAYOR ZIMMERN: Indeed. My counsel is Matt
9 Dannheisser; my Assistant City Manager is Buzz Eddy;
10 and my fellow Councilmen are Dana Morris, Joe
11 Henderson, and David Landfair.

12 COUNCILMAN HALL: Okay. Now, I know for
13 Escambia County they have a quorum. Do you have a
14 quorum?

15 MAYOR ZIMMERN: Yes, sir, we do.

16 COUNCILMAN HALL: All right. Well, I'm going
17 to turn this over to Jim Messer then.

18 CITY ATTORNEY MESSER: Welcome, everyone.
19 I want to start off by explaining why we're here.
20 Briefly, in case the public doesn't know, we're at the
21 second stage of what's called the conflict dispute
22 resolution process that's mandated by a Florida
23 statute that's set up to resolve disputes between
24 local governing bodies. Obviously we have a dispute
25 over the gas distribution franchise and we're here to

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1 take the second step. The statute requires us to
2 consider the statement of issues prepared in the
3 conflict assessment phase.

4 In front of each of you there is a package
5 that I've prepared. The first part of the package
6 comprises all the correspondence, to my knowledge,
7 that the City of Pensacola has sent out to the various
8 entities, to Gulf Breeze and to Escambia County.

9 I believe the February 8, 2012, letter to
10 Mr. Dannheisser sets forth the statement of the issues
11 that the City has with Gulf Breeze. I think the
12 February 29, 2012, letter to Mr. Oliver sets out the
13 issues that the City has with Escambia County. I
14 would suggest that it's not necessary to go over those
15 issues since we're here in a conciliatory mode, I
16 hope. Unless someone needs the issues identified, I'm
17 going to move on to the second requirement of the
18 statute which is to seek an agreement, which is why
19 we're here today.

20 The other part of your package involves an
21 ordinance that Escambia County is proposing to pass
22 with the City of Gulf Breeze's consent.

23 COUNTY ADMINISTRATOR OLIVER: It's been
24 adopted. We adopted it. I don't know if Gulf Breeze
25 has accepted it, but the Board of County Commissioners

1 adopted it last Thursday.

2 MR. DANNHEISSER: Mr. Oliver, at this point
3 in time Gulf Breeze has not yet taken action in the
4 hopes that we would be able to reach an agreement with
5 Pensacola. And, of course, in that event we would
6 then ask the County Commission for a different course
7 of action.

8 CITY ATTORNEY MESSER: Very well. The next
9 part of the package is entitled "Agreement Regarding
10 Natural Gas," which to my knowledge is the last
11 agreement that the City of Gulf Breeze and the City of
12 Pensacola have attempted to negotiate.

13 Following that is an e-mail that I sent to
14 Don Suarez concerning that part of the agreement that
15 I think is probably non-negotiable. And following
16 that is an e-mail that Don sent to Mr. Eddy that
17 contains the comments of our gas distribution pipeline
18 expert which I believe probably would be negotiable.

19 So let me explain very briefly why I think
20 that part of the agreement is non-negotiable. The
21 original contract negotiations, to my understanding,
22 called for a lease of a portion of the City of
23 Pensacola's franchise to Gulf Breeze. It did not
24 contemplate a complete assignment. A complete
25 assignment simply guts the heart of our franchise

1 in my opinion, violates the franchise that we have
2 with Escambia County, and just renders our franchise
3 essentially Swiss cheese. It opens it up for attack
4 by anyone else. Absent that issue, and absent our gas
5 distribution pipeline expert digging in his heels, I
6 think the rest of the agreement can be negotiated.

7 In conjunction with that, the third step of
8 the statute mandates we schedule additional meetings.
9 What I would suggest is that, of course, we hear from
10 any of the conflicting entities that want to speak,
11 and that tonight we resolve that the various staffs
12 continue to work together in an effort to create an
13 agreement, and in essentially 28 days we're required
14 to mediate this if we don't reach an agreement.

15 The statute provides for a facilitator.
16 I would suggest that within the next 28 days, if we
17 don't reach an agreement, we simply hire an expert in
18 franchises and an expert in gas line distribution
19 issues to mediate this issue and see if we can't come
20 to an agreement that way. Absent that, of course, we
21 come to the trigger point where the only way to
22 preserve our franchise is litigation, which of course
23 we're all here steadfastly trying to avoid.

24 So I sort of set the table and I'm willing to
25 take questions, but I would hope that the various

1 representatives would discuss it among themselves and
2 try and keep the lawyers out of it at this point.

3 COUNTY ADMINISTRATOR OLIVER: I have prepared
4 a statement on behalf of Escambia County.

5 The City of Gulf Breeze used payment funds
6 received from Hurricane Ivan to lay pipeline from
7 Santa Rosa Sound to Pensacola Beach to provide natural
8 gas service to the commercial core of the island. The
9 City of Gulf Breeze undertook this project without the
10 knowledge or approval of Escambia County. The City of
11 Pensacola holds the franchise from the County to
12 provide gas service to all unincorporated areas of the
13 County. Unfortunately, the City of Pensacola has not
14 provided gas service to the beach in over 50 years
15 it's had the franchise.

16 Escambia County is committed to seeing beach
17 residents receive the best possible service at the
18 lowest possible cost regardless of who provides the
19 service. Escambia County will collect the same
20 franchise fee in this and all other areas of the
21 county in exchange for the use of the right-of-way
22 regardless of the service provided. Consequently,
23 Escambia County has no interest in whether Gulf Breeze
24 or Pensacola provides natural gas service to the
25 beach.

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1 It is our understanding that the City of Gulf
 2 Breeze started providing limited natural gas service
 3 to Pensacola Beach last week. Many years ago the City
 4 of Pensacola explored providing natural gas service to
 5 Pensacola Beach and determined it was not feasible.
 6 While who can best provide the gas service needs to be
 7 worked out between the City of Gulf Breeze and the
 8 City of Pensacola, we will work with both of you.

9 Toward the end of providing gas services to
 10 Pensacola Beach, the Escambia County Board of County
 11 Commission approved a non-exclusive franchise
 12 agreement for gas service to the City of Gulf Breeze
 13 until Pensacola can provide such service. This allows
 14 beach residents to receive service and preserves the
 15 City of Pensacola's rights when they can provide such
 16 service. We believe this approach provides a valuable
 17 service to the citizens of the beach in a more cost
 18 effective and safer manner, while protecting the
 19 rights of City of Pensacola. The County is committed
 20 to this approach, and until and unless the court rules
 21 these citizens should not receive gas service, we
 22 intend to proceed in this fashion.

23 COUNCILMAN HALL: Thank you. Anybody else
 24 from Escambia County? Gulf Breeze?

25 ATTORNEY DANNHEISSER: I'll make a comment on

1 behalf of the City of Gulf Breeze. I am going to, and
2 the City of Gulf Breeze is going to refrain at this
3 time from discussing any of the issues Mr. Messer has
4 alluded to except for those regarding compliance with
5 the Florida Government Conflict Resolution Act.

6 There are apparently, we've learned as of
7 three hours ago for the first time, a number of issues
8 that the City of Pensacola has with the proposed
9 agreement that have not been mentioned to us before
10 and we intend to address them as soon as possible.

11 As a matter of fact, before this meeting
12 began I mentioned to Mr. Suarez that I found it to be
13 an extremely positive measure that the City of
14 Pensacola has engaged the services of an attorney who
15 specializes in natural gas utility work, as I believe
16 doing so will greatly expedite this process, and I
17 explained to Mr. Suarez that the City Manager and I
18 look forward to meeting expeditiously with he and the
19 natural gas attorney, and said that that will help all
20 parties because it provides a much better and deeper
21 understanding of natural gas laws and the laws that
22 supply natural gas. Thus, as of three hours ago, my
23 confidence that an agreement can be resolved was
24 enhanced. So I'm very pleased that you have decided
25 to go that route.

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1 Other than that, we'll refrain from any
2 direct discussions as to any particular forums.
3 Rather, I think that's perhaps best done at the staff
4 level and not in this type setting to do so.

5 With respect to the Government Conflict
6 Resolution Act, we respectfully and politely are
7 compelled to say at this time that there has not been
8 compliance with the requirements of that act. And let
9 me explain. In order to explain, I have to digress
10 for a moment and give everyone a brief history.

11 The City of Pensacola chose to implement the
12 Conflict Resolution Act, and in so doing, the City of
13 Pensacola thereby assumed the responsibility to
14 coordinate compliance with all the requirements of the
15 Act. As Mr. Messer has said, the first step in that
16 process is what's referred to in the Act as the
17 conflict assessment phase. In connection therewith,
18 the City of Pensacola scheduled a meeting that was
19 held on February 6 of this year among the senior
20 administration and attorneys for the three primary
21 entities. The Act contemplates that at that meeting
22 the parties were to identify the issues that are in
23 dispute, and if they were unable to do so, to set
24 additional meetings for that purpose.

25 At that time during that meeting it was

1 agreed by all three parties that the attorneys, as
2 opposed to spending the time to specifically
3 articulate in that setting, which was held in this
4 room, the particular issues, that the attorneys for
5 all the parties would get together within a few days
6 thereafter and attempt to identify specifically the
7 issues.

8 Following that meeting, my office coordinated
9 this subsequent conflict assessment meeting to be
10 attended by all the attorneys. It was cleared by the
11 attorneys for all four parties, those four parties
12 being Escambia County, City of Pensacola, City of Gulf
13 Breeze, and the Santa Rosa Island Authority. The
14 attorneys for all four parties agreed to a date of
15 February 9, three days after the initial meeting, to
16 convene for this purpose and the meeting was
17 scheduled. Unfortunately, the afternoon preceding
18 that meeting we received -- all parties received
19 notification from the Pensacola City Attorney that he
20 would not participate and would not attend that
21 meeting on February 9. This we viewed was unfortunate
22 and would prove to be an impediment to proceeding
23 forward with the conflict resolution process.

24 The meeting was held as scheduled. Attorneys
25 from Escambia County, the Island Authority, and City

1 of Gulf Breeze all met. It was a very cordial and it
2 was a very effective and efficient meeting, and many
3 issues were discussed at that time. Unfortunately,
4 because Pensacola elected not to attend, although they
5 had agreed to do so, we could only guess or conjecture
6 as to specifically what issues it had. Well, that's
7 going to prove to be a problem as we move forward with
8 this explanation.

9 Today we're holding a joint meeting of the
10 three governmental entities. The statutes mandate --
11 let me again say that -- the statutes require and
12 mandate you to do one particular thing, and that is,
13 and I'm quoting, you are required to consider the
14 statement of issues prepared in the conflict
15 assessment phase.

16 As I've just explained, because Pensacola did
17 not attend the meeting on February 9, there was no
18 statement of issues that could have been prepared. As
19 a result, we are not able -- the three entities -- we
20 are not able to comply with your statutory obligation
21 tonight to consider the statement of issues. I wish
22 we were. This will delay the process. This is not
23 something that any one of you individually or any one
24 of the three entities collectively has the authority
25 to disregard. Rather, this is something that the

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1 legislature has mandated upon all three entities. So
2 it is not discretionary on our parts to ignore this.

3 Because of that, we believe that the only
4 statutorily permitted process at this point in time is
5 to hold the meeting as was contemplated to be held on
6 February 9, have the issues identified, and if we have
7 to hold another joint meeting -- hopefully we won't,
8 hopefully an agreement will be reached before then --
9 but if we have to hold another joint meeting, then to
10 do so once there's been compliance with the
11 requirements of the Act.

12 I'd like to take this point to make just one
13 anecdotal comment to the Escambia County Commission to
14 perhaps clarify an issue that some residents or
15 businesses along the beach may have been confused
16 about. At your meeting last Thursday evening, as
17 Mr. Oliver has already said, an ordinance was passed
18 expressing a willingness to confer upon Gulf Breeze a
19 non-exclusive franchise to provide natural gas utility
20 service to the beach. I was not present at the
21 meeting, but I am told that one of the conditions
22 considered at that time was that Gulf Breeze would
23 sell gas to your businesses and residents on the beach
24 at the same price that ESP sells the gas to its
25 customers. And I have to tell you, and for

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1 clarification purposes because I don't think that was
2 exactly intended, but Pensacola was going to --

3 COMMISSIONER WHITE: The motion was not to
4 exceed.

5 MR. DANNHEISSER: Not to exceed. Well, okay.
6 I just want to take this chance to clarify, the gas
7 that we're going to sell to your residents and
8 businesses will be lower. The City of Gulf Breeze
9 sells its gas to people in Santa Rosa County at a
10 considerably lower price than what ESP's rates are.
11 So I wanted to take this opportunity, because we
12 received communication that there was potential
13 confusion by people on the beach and we want to make
14 sure they understand that it's not going to be the
15 same price, it will be a lesser amount.

16 COUNTY ATTORNEY ROGERS: I have a copy of the
17 motion that was made by Commissioner White and it does
18 say not to exceed.

19 COMMISSIONER WHITE: It didn't mean you
20 couldn't go lower.

21 MR. DANNHEISSER: We will go lower.

22 In light of the conceivable difficulties that
23 I identified a moment ago, the City of Gulf Breeze --
24 and I'm not sure what Escambia County's position is on
25 this, but the City of Gulf Breeze will have to ask

1 that the requirements of the Government Conflict
2 Resolution Act be met. I don't see that we can put
3 ourselves in a position of having violated state law
4 regardless of the underlying desires or lack thereof.
5 So I think that the appropriate action to be taken at
6 each of your next meetings is to direct your staffs to
7 comply with the requirements of the Act, to reconvene,
8 identify the issues, try to narrow and negotiate them,
9 and if unsuccessful then reconvene at a joint meeting
10 to identify those issues. Hopefully that will not
11 prove necessary. Hopefully the parties will be able
12 to resolve their differences between now and then.
13 But again, in light of what has happened, we want to
14 make sure that we don't step out of line and I think
15 you would have the same interest. Thank you.

16 COUNCILMAN HALL: I'm going to be very brief
17 here. My only real concern is not who sells the gas
18 to Pensacola Beach or at what price -- you could sell
19 it to them at a loss -- but I just want to protect the
20 franchise that the City of Pensacola has for Escambia
21 County. Gulf Breeze, once it's (inaudible) that's
22 fine, but protect the franchise.

23 Are you pulling your mike towards you? Keep
24 it short, please, Ms. Myers. Officially, assuming
25 that Mr. Messer is right, we've met our obligation

1 already. So -- but you're free to speak, and then the
2 public.

3 COUNCILWOMAN MYERS: Well, I wasn't pulling
4 my mike up to speak at this moment, but I will. I
5 just would like to hear a response to this gentleman's
6 request from our attorney regarding the need to have
7 a meeting where the issues are identified. Can you do
8 that or is that not appropriate?

9 CITY ATTORNEY MESSER: Oh, I'd be delighted
10 to respond. I just want to make sure that that's what
11 you want.

12 COUNCILWOMAN MYERS: Yes. I mean, that seems
13 to be where we're at at this point.

14 CITY ATTORNEY MESSER: Is Mr. Asmar out
15 there? Mr. Asmar, did I promise you to be
16 conciliatory and not use the term "unbridled
17 arrogance"? I believe I did. So my position on that
18 is we have complied; if we need to go to court, I'll
19 see you in court.

20 COUNCILMAN HALL: Mr. Robertson.

21 COMMISSIONER ROBERTSON: Can I ask a
22 question? In light of what Mr. Dannheisser has stated
23 that the requirements were not met when all attorneys
24 came together to have this meeting, which may or may
25 not have to happen again, is there any point to being

1 here this afternoon any longer? Can we resolve
2 anything? This meeting now is moot, isn't it?

3 MR. DANNHEISSER: I would agree, sir.

4 COMMISSIONER ROBERTSON: So there would be no
5 point in us sitting here getting in all kinds of
6 conflicts and arguments over something that's not
7 going to amount to anything. I think we've all got
8 better things to do.

9 COUNCILMAN HALL: But I'm not going to
10 adjourn right now because I promised the public the
11 right to speak.

12 COMMISSIONER ROBERTSON: Oh, I'll stay here
13 as long as you want to. I'm just saying we were told
14 that this meeting is not -- we may have to have
15 another one.

16 COUNCILMAN HALL: But I'm not sure that
17 that's correct. In my mind we have met the
18 requirement, so I'm going to err on that side.

19 COMMISSIONER ROBERTSON: Go right ahead.

20 COUNCILMAN HALL: Anybody from the public
21 wish to speak?

22 COMMISSIONER WHITE: I want to ask our
23 attorney, which one of these attorneys do you agree
24 with?

25 COUNCILMAN HALL: Yes, Ms. Rogers.

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1 COUNTY ATTORNEY ROGERS: I do agree with
2 Mr. Dannheisser's interpretation of the statutory
3 scheme that it is absolutely mandated that we all
4 participate in all of these steps.

5 COUNCILMAN HALL: Then why are we here? Why
6 did you guys show up? You know, if we hadn't complied
7 with the first one, why did anybody from Gulf Breeze
8 or Escambia County show up?

9 COMMISSIONER ROBERTSON: Well, we called all
10 during the day thinking that this meeting would be
11 canceled. Didn't we, Mr. Oliver?

12 COUNTY ADMINISTRATOR OLIVER: We did.

13 COMMISSIONER ROBERTSON: We anticipated this
14 meeting would be canceled, we thought last Thursday
15 with the vote. We've just been confused all day, but
16 we're here.

17 MR. DANNHEISSER: If I could explain, I'll be
18 happy to. The Act imposes sanctions or potential
19 sanctions on a party that does not participate in good
20 faith. While I agree with Mr. Robertson's
21 assessments, and before this meeting started was
22 pretty sure that that was the only possible resolution
23 of this meeting, I was not going to recommend to my
24 client that it did not attend because I did not want
25 it to be perceived in any fashion as not willing to

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1 participate in good faith. But as far as why are we
2 here, frankly, sir, we had suggested that this meeting
3 be postponed and that there was -- that it not be
4 held, that none of the parties were ready for that,
5 but the City of Pensacola's staff insisted on holding
6 the meeting.

7 COUNCILMAN HALL: Anybody else from the
8 people up here? The public? Mr. Sansing, our expert
9 on franchise solutions.

10 MR. JERRY SANSING: Jerry Sansing, 1517 East
11 Jackson. You people are confused, so is the public.
12 I mean, I don't understand. First off, I couldn't
13 hear the speaker from Gulf Breeze. He should have --
14 he's got his mike further away than anybody. So at
15 the first meeting, why wasn't the City present? I
16 mean, I don't understand it. I mean, I'm confused.
17 And you know what, you guys are confused and so is the
18 citizens of two counties. So please sit down and talk
19 some more and maybe you can figure out a few things.

20 COUNCILMAN HALL: Okay. Thank you, Jerry.
21 Anybody else from the public? If nothing further,
22 we're adjourned.

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(The meeting was adjourned at 6:00 p.m.)

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CERTIFICATE OF REPORTER

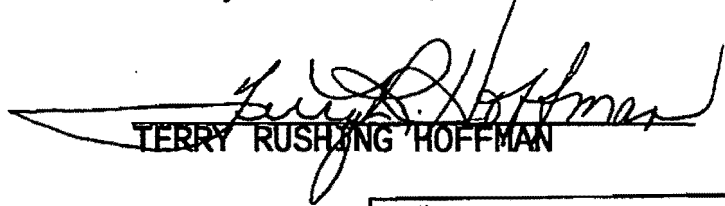
STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, TERRY RUSHING HOFFMAN, Court Reporter and
Notary Public in and for the State of Florida, do
hereby certify:

That I was authorized to and did
stenographically report the foregoing proceedings, and
that the transcript is a true and complete record of
my stenographic notes.

I further certify that I am neither counsel for
nor related to any party to said action, nor am I
financially interested in this proceeding.

DATED this 27th day of March, 2012.


TERRY RUSHING HOFFMAN



TERRY HOFFMAN - COURT REPORTER

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Joint Resolution Supporting House Bill 3096

Motion made by Commissioner Robinson, seconded by Commissioner Young, and carried unanimously, taking the following action concerning the Joint Resolution of the Coastal Counties of Northwest Florida:



- A. Adopting the *Joint Resolution (R2011-166) of the Coastal Counties of the Northwest Florida Panhandle Region, relating to the Deepwater Horizon Oil Spill in the Gulf of Mexico; requesting support for certain Federal Legislation; directing distribution of the Resolution; providing for an effective date; this Resolution supports House Bill 3096 as it relates to the Gulf Coast Restoration Trust Fund to address the needs of the Gulf Coast region directly impacted by the Deepwater Horizon oil spill; and*
- B. Authorizing Commissioner Grover C. Robinson IV to sign the Joint Resolution, as Chairman of the Northwest Florida Oil Spill Impact Coalition and on behalf of *(the) Escambia Board of County Commissioners.*

2. Correction of Scrivener's Error

Motion made by Commissioner Young, seconded by Commissioner Valentino, and carried unanimously, approving to amend the Board's action taken on October 20, 2011, approving the proposed amendments to S.R. 1300 – The Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy (RESTORE) Gulf Coast Act of 2011, to correct S.R. 1300 to read S.R. 1400, due to a scrivener's error.

3. Resolution Opposing Closure of GCCF

Motion made by Commissioner Young, seconded by Commissioner Valentino, and carried unanimously, approving *(by adoption of the Resolution opposing closure or relocation of the Pensacola Gulf Coast Claims Site Office; providing for transmittal; providing for an effective date)* the request that the GCCF (*Gulf Coast Claims Facility*), located in Escambia County *(at 7555 Highway 98 West)*, remain open.

RESOLUTION R2011-166 (Escambia County)

RESOLUTION R2011-52 (Santa Rosa County)

RESOLUTION R2011-159 (Okaloosa County)

RESOLUTION R2011-90 (Walton County)

RESOLUTION R2011-3081 (Bay County)

RESOLUTION R2011-45 (Gulf County)

RESOLUTION R2011-2 (Franklin County)

RESOLUTION R2011-57 (Wakulla County)

A JOINT RESOLUTION OF THE COASTAL COUNTIES OF THE NORTHWEST FLORIDA PANHANDLE REGION, RELATING TO THE DEEPWATER HORIZON OIL SPILL IN THE GULF OF MEXICO; REQUESTING SUPPORT FOR CERTAIN FEDERAL LEGISLATION; DIRECTING DISTRIBUTION OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 20, 2010, the Deepwater Horizon well off of the coast of Louisiana exploded, rupturing the collection system on the Gulf floor which began spewing barrels of raw crude into the Gulf of Mexico; and

WHEREAS, federal, state and local governments banded together to control and contain this spill but were unable to do so until after the well was finally capped on July 15, 2010; and

WHEREAS, the uncontained well spewed approximately 4.9 million barrels (205.8 million gallons) of oil into the Gulf of Mexico which impacted the entire Gulf of Mexico and caused damages in all states bordering the Gulf, including Alabama, Florida, Mississippi, Louisiana and Texas; and

WHEREAS, this is the largest accidental marine oil spill in history; and

WHEREAS, the spill caused both environmental and economic damages; and

WHEREAS, individuals, businesses and governmental entities suffered effects from both the environmental and economic damage; and

WHEREAS, the Federal Government has a system to collect penalties from responsible parties through the Clean Water Act; and

WHEREAS, those monies may be reallocated by an Act of Congress to mitigate and assist with recovery from both the environmental and economic damages which were sustained by jurisdictions along the Gulf of Mexico; and

WHEREAS, the eight most impacted counties in the State of Florida came together in November 2010, and have joined each other in solidarity to express the concerns for their impacted region and citizens; and

WHEREAS, the eight impacted counties in the State of Florida hereby offer this resolution in support of House Bill 3096, the "Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2011" (hereinafter referred to as "the Act"), which calls for Eighty Percent (80%) of the fines to be deposited in the Gulf Coast Restoration Trust Fund and reallocated to the Gulf Coast states with a portion directly allocated to Northwest Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS AS FOLLOWS:

Section 1. The recitals above are hereby incorporated in this resolution.

Section 2. The undersigned coalition of Florida counties hereby supports the Act in its entirety as it relates to the Gulf Coast Restoration Trust Fund to address the needs of the Gulf Coast region directly impacted by the Deepwater Horizon oil spill.

Section 3. This Resolution shall be effective upon execution by the last enacting County. The last enacting County is responsible for distribution of an original copy of this resolution back to each enacting County. Additionally, the Florida Association of Counties is hereby directed to provide a certified copy of this resolution to the following, as well as to the individual counties in the Northwest Florida Oil Spill Impacted Coalition:

The Honorable Barack Obama
President of the United States
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

The Honorable Senator Bill Nelson
U.S. Senate
716 Hart Senate Office Building
Washington, DC 20510

The Honorable Senator Marco Rubio
U.S. Senate
B40A Dirksen Senate Office Building
Washington, DC 20510

The Honorable Congressman John A. Boehner
U.S. House of Representatives
1011 Longworth House Office Building
Washington, DC 20515

The Honorable Congresswoman Nancy Pelosi
U.S. House of Representatives
235 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Jeff Miller
U.S. House of Representatives
2416 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Steve Southerland
U.S. House of Representatives
1229 Longworth House Office Building
Washington, DC 20515

The Honorable Congresswoman Corrine Brown
U.S. House of Representatives
2336 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Ander Crenshaw
U.S. House of Representatives
440 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Richard Nugent
U.S. House of Representatives
1517 Longworth House Office Building
Washington, DC 20515

The Honorable Congressman Cliff Stearns
U.S. House of Representatives
2306 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman John Mica
U.S. House of Representatives
2187 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Daniel Webster
U.S. House of Representatives
1039 Longworth House Office Building
Washington, DC 20515

The Honorable Congressman Gus M. Bilirakis
U.S. House of Representatives
407 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman C.W. Bill Young
U.S. House of Representatives
2407 Rayburn House Office Building
Washington, DC 20515

The Honorable Congresswoman Kathy Castor
U.S. House of Representatives
137 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Dennis Ross
U.S. House of Representatives
404 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Vern Buchanan
U.S. House of Representatives
221 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Connie Mack
U.S. House of Representatives
115 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Bill Posey
U.S. House of Representatives
120 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Tom Rooney
U.S. House of Representatives
1529 Longworth House Office Building
Washington, DC 20515

The Honorable Congresswoman Frederica Wilson
U.S. House of Representatives
208 Cannon House Office Building
Washington, DC 20515

The Honorable Congresswoman Ileana Ros-Lehtinen
U.S. House of Representatives
2206 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Ted Deutch
U.S. House of Representatives
1024 Longworth House Office Building
Washington, DC 20515

The Honorable Congresswoman Debbie Wasserman Schultz
U.S. House of Representatives
118 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Mario Diaz-Balart
U.S. House of Representatives
436 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Allen West
U.S. House of Representatives
1708 Longworth House Office Building
Washington, DC 20515

The Honorable Congressman Alcee L. Hastings
U.S. House of Representatives
2353 Rayburn House Office Building
Washington, DC 20515

The Honorable Congresswoman Sandy Adams
U.S. House of Representatives
216 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman David Rivera
U.S. House of Representatives
417 Cannon House Office Building
Washington, DC 20515

The Honorable Congressman Doc Hastings
U.S. House of Representatives
1203 Longworth House Office Building
Washington, DC 20515

The Honorable Congressman Ed Markey
U.S. House of Representatives
2108 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Ralph M. Hall
U.S. House of Representatives
2405 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Eddie Bernice Johnson
U.S. House of Representatives
2468 Rayburn House Office Building
Washington, DC 20515

The Honorable Congressman Nick Rahall
U.S. House of Representatives
2307 Rayburn House Office Building
Washington, DC 20515

The Honorable Lisa Perez-Jackson
Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

The Honorable Rick Scott
Governor, State of Florida
Plaza Level 05, The Capitol
400 South Monroe Street
Tallahassee, Florida 32399-0001


Doug Darling
Deputy Chief of Staff
Office of Governor Rick Scott
State of Florida
The Capitol
Tallahassee, FL 32399-0001

Ms. Mimi Drew
DEP


Marjory Stoneman Douglas Bldg
Mail Station 10
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000

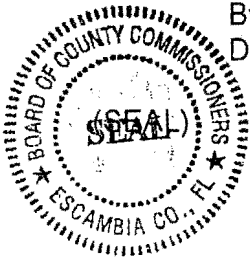
3rd ADOPTED by the **Escambia County** Board of County Commissioners on the
day of November 2011.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

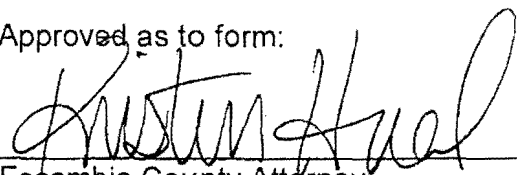
By: 
Grover C. Robinson IV, District 4
Escambia County Oil Spill Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court of
Escambia County

By: 
Deputy Clerk

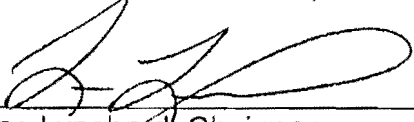


Approved as to form:

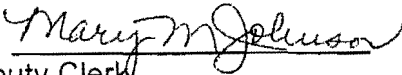

Escambia County Attorney

ADOPTED by the **Santa Rosa County** Board of County Commissioners on the 10th day of November 2011.

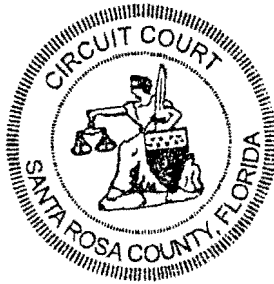
BOARD OF COUNTY COMMISSIONERS
OF SANTA ROSA COUNTY, FLORIDA

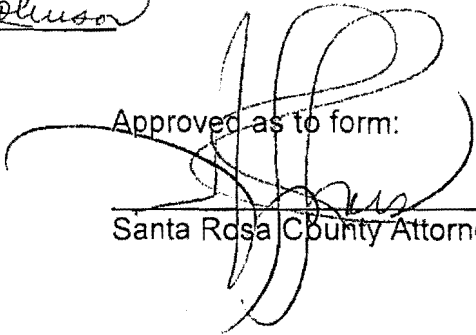
By: 
Lane Lynchard, Chairman

ATTEST: MARY M. JOHNSON
Clerk of the Circuit Court of
Santa Rosa County

By: 
Deputy Clerk

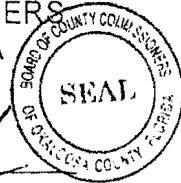
(SEAL)



Approved as to form:

Santa Rosa County Attorney

ADOPTED by the Okaloosa County Board of County Commissioners on the
1st day of November 2011.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA



By: *James Campbell*
James Campbell, Chairman

ATTEST: Don W. Howard
Clerk of the Circuit Court of
Okaloosa County

By: *Don W. Howard*
Deputy Clerk

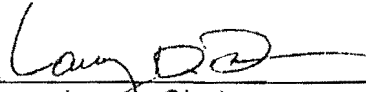
(SEAL)




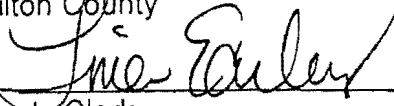
[Signature]
(Approved as to form)
Okaloosa County Attorney

ADOPTED by the **Walton County** Board of County Commissioners on the _
day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
OF WALTON COUNTY, FLORIDA

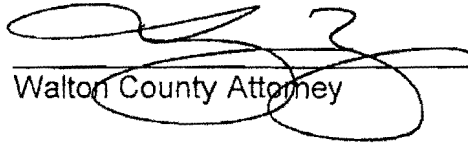
By: 
Larry Jones, Chairman

ATTEST: Martha Ingle
Clerk of the Circuit Court of
Walton County


By: 
Deputy Clerk


(SEAL)

Approved as to form:

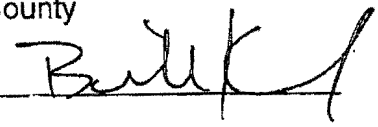

Walton County Attorney

ADOPTED by the Bay County Board of County Commissioners on the 15th
day of November 2011.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

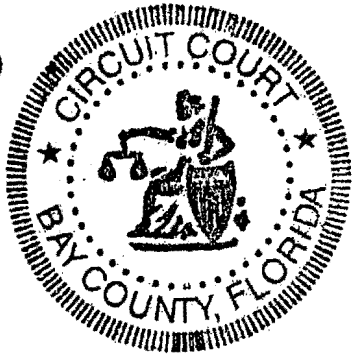
By: 
George B. Gainer, Chairman

ATTEST: Bill Kinsaul
Clerk of the Circuit Court of
Bay County


By: 



(SEAL)



Approved as to form:


Bay County Attorney

ADOPTED by the **Gulf County** Board of County Commissioners on the 8th
day of November 2011.

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY, FLORIDA

By: Warren Yeager, Jr.
Warren Yeager, Jr., Chairman

ATTEST: Rebecca L. Norris
Clerk of the Circuit Court of
Gulf County

By: Kari Summers
Deputy Clerk

(SEAL)

Approved as to form:

[Signature]
Gulf County Attorney

ADOPTED by the Franklin County Board of County Commissioners on the
6 day of December 2011.

BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, FLORIDA

By: Pinki C. Jackel
Pinki C. Jackel, Chairman

ATTEST: Marcia Johnson
Clerk of the Circuit Court of
Franklin County

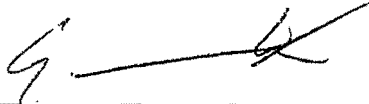
By: Marcia Johnson
Deputy Clerk

(SEAL)

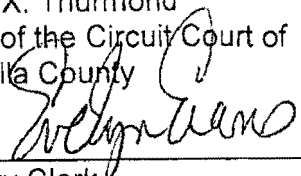
Approved as to form:
Shomaree Shor
Franklin County Attorney

ADOPTED by the Wakulla County Board of County Commissioners on the
21st day of November 2011.

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

By: 
Alan Brock, Chairman


ATTEST: Brent X. Thurmond
Clerk of the Circuit Court of
Wakulla County

By: 
Deputy Clerk

(SEAL)



Approved as to form:


Wakulla County Attorney



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM: Beth Larrieu, Administrative Assistant to
Charles V. Pappeler, Deputy County Attorney

DATE: April 4, 2012

RE: Escambia County v. Daniel Bailey, as personal representative of
the Estate of Winston C. Bailey, et al.
Case No. 2011 CA 000962

Attached please find the original Public Disclosure of Interest Form for filing in the Board Minutes. The acquisition of the property by eminent domain was approved at the April 7, 2011 Board meeting. Also attached is copy of the resume pages.

Please call me with any questions. Thank you for your assistance in this matter.

/el
Attachments

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
2012 APR -4 P 2:29
STATE BAR OF
FLORIDA
COUNTY COURT
CLERK
ESCAMBIA COUNTY, FLA.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

35. Taking the following action concerning the acquisition of property, totaling approximately 64.82 acres, a portion of which was previously leased since June 1995, as the site for continuation of operation of groundwater monitoring wells located south of the Perdido Landfill (Fund 401, Solid Waste, Cost Center 220605, Object Code 56101):
- A. Adopting a Resolution (*R2011-59*) containing the following findings; setting forth a public purpose; declaring a public necessity; acknowledging the appraised fair market value of the property, totaling approximately 64.82 acres, for the site of a system of groundwater monitoring wells located south of the Perdido Landfill, as listed below; and authorizing the property to be acquired by exercise of the County's power of eminent domain:
- (1) Maintaining the system of groundwater monitoring wells on the property accomplishes a legitimate public purpose of assessing contamination from the adjacent Perdido Landfill, as mandated by the Florida Department of Environmental Protection;
 - (2) Acquisition of the property from the Estate of Winston C. Bailey is necessary to permit the County to maintain its system of groundwater monitoring wells on the Property;
 - (3) Exhibit "A," attached and incorporated by reference, describes the property to be acquired by the County (Parcel "A," 64.82 +/- acres);
 - (4) The appraised fair market value of the property is \$162,000;
 - (5) All conditions precedent to acquire the property have been satisfied; and
 - (6) It is in the best interest of the health, safety, and welfare of the citizens of Escambia County, Florida, that Escambia County acquire the property by exercise of its power of eminent domain;

(Continued on Page 35)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued


1-35. Approval of Various Consent Agenda Items – Continued

35. Continued...

B. Authorizing an offer up to 20% over the appraised value (i.e., \$194,400), as an incentive for the owner to agree to voluntarily convey the property, and if the owner rejects the offer, authorizing the County Attorney to initiate and undertake legal action to acquire the property owned by the Estate of Winston C. Bailey, as described in Exhibit "A" of the Resolution, from Winston Claude Bailey, by eminent domain; and

C. Authorizing the payment of incidental expenses associated with the acquisition of the property; and

D. Authorizing the Chairman or Vice Chairman to sign all documents required to implement these actions.

4. Supplemental Budget Amendment 137 

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Young absent, adopting the Resolution (R2011-49) approving Supplemental Budget Amendment Number 137, Mass Transit Fund (104), in the amount of \$105,500, to recognize proceeds from the Florida/Alabama Transportation Planning Organization, which is a pass-through from the Federal Transit Administration, and to appropriate these funds to be used for Federal Transit Administration Job Access and Reverse Commute Program and New Freedom Program being administered by Escambia County Area Transit System.

Speaker(s):

Julia Parsell

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes, under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Daniel W. Bailey, do hereby attest and affirm:
PR, Estate of Winston C. Bailey

1. That my address is 1252 Redwood Lane
Gulf Breeze, FL 32563

2. That the following entity or individuals have an interest in the real property described in the attached Exhibit A:

A. Daniel W. Bailey 1252 Redwood Lane
(Name) (Address) GULF BREEZE, FL 32563

Relationship/Interest: Self, Beneficiary of ESTATE

B. STEVEN C. Bailey 10374 Holsberry Road
(Name) (Address) PENSACOLA FL 32534

Relationship/Interest: Beneficiary of ESTATE

C. DAYNA Bailey BROXSON 27618 US 98 EAST
(Name) (Address) ELBERTA AL 36530

Relationship/Interest: Beneficiary of ESTATE

D. N/A
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made pursuant to Section 286.23(1), Florida Statutes, after the required sum was deposited in the registry of the court.

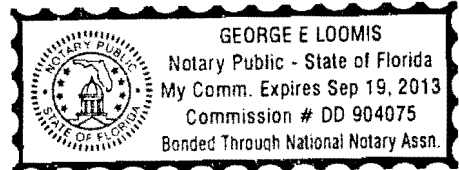
Witness *Jolene Chavis*
Print Name Jolene Chavis

Witness *George E Loomis*
Print Name GEORGE E LOOMIS

By: *Daniel W Bailey*
DANIEL W BAILEY
as PR, ESTATE of WINSTON C. Bailey

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of September, 2011, by Daniel W. Bailey. He/She is personally known to me, or has produced current _____ as identification.



(Notary Seal)

George E Loomis
Signature of Notary Public

GEORGE E LOOMIS
Printed Name of Notary Public

Exhibit A

LEGAL DESCRIPTION: Parcel 'A' (64.8+/- acres)

Begin at the southeast corner of Section 25, Township 1 North, Range 32 West, Escambia County, Florida; thence North 03 degrees 24'11" East along the east line of said Section 25 for a distance of 100.00 feet; thence North 86 degrees 25'55" West for a distance of 1333.28 feet; thence North 03 degrees 24'19" East for a distance of 1479.31 feet to the southerly right of way line of Interstate Highway #10 (State Road #8, R/W varies); thence South 70 degrees 04'49" East (this course and the next four courses are along said southerly right of way line) for a distance of 628.42 feet; thence South 19 degrees 53'09" East for a distance of 390.51 feet; thence South 70 degrees 04'49" East for a distance of 450.00 feet; thence North 76 degrees 13'47" East for a distance of 540.83 feet; thence South 70 degrees 04'49" East for a distance of 1039.87 feet to the east line of the West Half of the West Half of Section 32, Township 1 North, Range 31 West, Escambia County; thence South 03 degrees 08'17" West along said east line for a distance of 785.88 feet to the south line of said Section 32; thence North 86 degrees 25'55" West along said south line for a distance of 1372.42 feet to the point of beginning.

All lying and being in Section 25, Township 1 North, Range 32 West and Section 32, Township 1 North, Range 31 West, Escambia County, Florida. Containing 64.82 acres, more or less.

The South 100 feet being subject to an Ingress-egress and utility easement.



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-2431

Clerk & Comptroller's Report 12. 4.

BCC Regular Meeting

Meeting Date: 04/17/2012

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 approve the Minutes of the Regular Board Meeting held April 5, 2012, as prepared by the Clerk to the Board's Office.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2392

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Requests for Re-Instatement and Disposition of Property

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

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

That the Board take the following action regarding reinstatement and disposition of County property for the Public Works Department:

A. Approve the Request for Reinstatement of Property Form, indicating one item to be reinstated, which is described and listed on the Request Form, with the reason for reinstatement stated; and

B. Approve the two Request for Disposition of Property Forms, indicating seven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

Property Item #44447, the item to be reinstated, was listed on a Disposition of Property Form presented with a Recommendation to the Board and approved on June 2, 2011. This Reinstatement of Property Form has been signed by all applicable authorities, including Division Manager as designee for Department Director, and the County Administrator.

Property Item #44447 is in better working condition than the item currently in use by the Road Prison and will be transferred to the Road Prison, for use in the welding shop there. In exchange, the Road Prison has submitted a recommendation listing Property Item #046117 for disposal.

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

BACKGROUND:

Property Item #44447, the item to be reinstated, was listed on a Disposition of Property Form presented with a recommendation to the Board, and approved, on June 2, 2011. This Reinstatement of Property Form has been signed by all applicable authorities, including Division Manager as designee for Department Director, and County Administrator.

Property Item #44447 is in better working condition than the item currently in use by the Road Prison, and will be transferred to the Road Prison, for use in the welding shop there. In exchange, the Road Prison has submitted a recommendation listing Property Item #046117 for disposal.

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

BUDGETARY IMPACT:

Re-purposing a previously disposed item, and recoup of funds if/when other property is sold.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Re-Instatement and Disposition Forms and backup

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE: 3/21/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 260101, 210401
Property Custodian (PRINT NAME) 210402

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	30910	Roller Tandem 4-6 Ton	AG-136041	54-6B	1986	Bad
2	40887	Truck Flatbed Dump	1HTSCACN1SH620389	4700	1995	Fair
3	40888	Truck Flatbed Dump	1HTSCACN8SH620390	4700	1995	Fair
4	40889	Truck Flatbed Dump	1HTSCACNXSH620391	4700	1995	Fair
5	40890	Truck Flatbed Dump	1HTSCACNXSH620388	4700	1995	Fair
6	45362	Asphalt Spreader	1782B	100T	1997	Fair

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/21/2012
FROM: Escambia County Bureau Terry Gray *Terry Gray*
Director or designee

RECOMMENDATION: Date: 3/26/12
TO: Board of County Commissioners
FROM: County Administration *Charles R. Oliver*
Charles R. "Randy" Oliver, ~~CPA, PE~~
County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

DATE: 3/21/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	47323	Sweeper Street	49H6WFAA0XHA71215	SC800	1999	Fair

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Traded in for New Sweeper
Trade in value of \$20,000.00

Disposing Dept. Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/22/2012
 FROM: Escambia County Bureau Terry Gray *Terry Gray*
 Director or designee

RECOMMENDATION: Date: 3/20/12
 TO: Board of County Commissioners
 FROM: County Administration *Charles R. Oliver*
 Charles R. "Randy" Oliver, ~~CPA~~, PE
 County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

**REQUEST FOR RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *3/21/12 TO: Clerk & Comptroller's Finance Department

FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	44447	Truck Crew Cab	1FTJW35H4VEA29806	F-350XL	1996	FAIR
		PLEASE RE-INSTATE TO REPLACE #046117 TO BE WRITTEN OFF				

ROAD PRISON
PLEASE PUT IN 290201

Receiving Bureau: ROAD PRISON (WELDING SHOP)

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date 3/21/2012

FROM: Escambia County Branch Director

Terry Gray

Terry Gray
Branch Director or designee

RECOMMENDATION:

Date: 3/22/12

TO: Board of County Commissioners

FROM: Escambia County Administration

Charles R. Oliver
Charles R. "Randy" Oliver, ~~CFA~~, PE
County Administration

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

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Request for Disposition of Property ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving the (five) *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, as amended to change Property Record Number 49423 to 52618.

6. Advertising Services Agreement ►

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving, and authorizing the County Administrator to sign, an *Advertising Services Agreement between Escambia County Area Transit and Pensacola State College*, providing advertising services on Escambia County Area Transit vehicles for (the) effective dates of January 1, 2011, through May 10, 2011.

For Information: The Board heard Commissioner Robinson disclose that he is a member of the Pensacola State College Foundation Board; however, because it is an unpaid position for a not-for-profit entity, he is not excluded from voting on this issue.

II. BUDGET/FINANCE CONSENT AGENDA

1-12. Approval of Various Consent Agenda Items ►

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 12, as follows, with the exception of Items 2, 7, 10, and 11, which were held for separate votes:

1. Adopting the Resolution (R2011-84) approving Supplemental Budget Amendment #211, Transportation Trust Fund (175), in the amount of \$32,830, to recognize insurance proceeds received for damage to a Road Department vehicle and to appropriate the funds back to the Fleet Maintenance Division.
2. See Page 24.

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Safety COST CENTER NO: 330202
 John Sims DATE: 11-May-11
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): [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	52275	Waverunner	YAMA3209H304	X1200	2003	Inoperable
Y	52611	Waverunner	YAMA3288H304	X1200	2003	Inoperable
N	44447	Pick up truck	1FTJW35H4VEA29806	F350	1996	Poor

Disposal Comments: Send to auction with proceeds to be returned to Fund 143

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: [Signature]
 TO: County Administration 5/18/2011
 FROM: Public Safety Department Department Director (Signature): [Signature]
 Department Director (Print Name) Michael D. Weaver

RECOMMENDATION: Date: 5/25/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: JUN 02 2011
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) [Signature]

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-2323

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Disposition of Surplus County Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of Management and Budget - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the disposition of the following items which are no longer in service, have been damaged beyond repair and/or are obsolete. The following items are to be auctioned as surplus or properly disposed of: one copier/scanner/printer (Savin 4090/40105), Property Number 54518; one color printer (Hewlett Packard 2500CM/2000), Property Number 49252; and two Lock-In Leak-Proof Fuel Nozzles (G2266-105), Property Numbers 058223 and 058224.

BACKGROUND:

Escambia County policy establishes the procedure for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Management and Budget Services Department will remove the property tag(s) and return the tag(s) to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the agency's inventory.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2436

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Request for Disposition of Property

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed.

BACKGROUND:

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition/F-350/RP2012

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

DATE: 3/21/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Charles Blake COST CENTER NO: 290201
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	46117	Truck	3FELF47F8VMA54705	F-350	1998	BAD

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. ROAD PRISON

Property Custodian (Signature): *Charles Blake* Phone No: 937-2100

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 2-26-12
 FROM: Escambia County Bureau *Douglas Fife*
 Director or designee

RECOMMENDATION: Date: 3/27/12
 TO: Board of County Commissioners
 FROM: County Administration *Charles R. Oliver*
 Charles R. "Randy" Oliver, ~~CFA, PE~~
 County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2437

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Escambia Marine Advisory Committee Reappointment

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia Marine Advisory Committee - Charles R. "Randy" Oliver, County Administrator

That the Board confirm the County Administrator's reappointment of Captain Ed Fish, to the Escambia Marine Advisory Committee (EMAC). This term will be effective May 1, 2012, through April 30, 2016, or at the discretion of the County Administrator.

BACKGROUND:

The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources. Captain Ed Fish has served as the Administrator's appointee since May 1, 2008, and has indicated his desire to continue serving in this capacity. His Resume is provided for the Board's review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume

Resume of Marine Experience

Capt. Ed Fish

814 Panferio Dr., Pensacola Beach, FL 32561

1. Recreational fisherman and Escambia County resident since 1962
2. Hold US Coast Guard Captain License since 2004
3. Host a fishing-related radio show since 1995 (receive weekly comments and questions from local marine recreational stakeholders)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2118
BCC Regular Meeting

County Administrator's Report 12. 5.
Technical/Public Service Consent

Meeting Date: 04/17/2012
Issue: CRA Meeting Minutes January 19, 2012
From: Keith Wilkins, REP, Department Director
Organization: Community & Environment
CAO Approval:

Information

RECOMMENDATION:

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

That the Board accept, for filing with the Board's Minutes, the January 19, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, Urban Planner II, CRA.

BACKGROUND:

On January 19, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Minutes January 19, 2012

MINUTES Escambia County
Community Redevelopment Agency
January 19, 2012–Time 8:45 a.m.
221 Palafox Place, First Floor
BCC Meeting Room
Pensacola, Florida 32502

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson
Commissioner Grover Robinson, IV
Commissioner Kevin White

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Eva Peterson, Division Manager
Keith Wilkins, Department Director

Attendees: Mrs. Alison Rogers

1. Call to Order.

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

2. Proof of publication

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

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

A. Accepting, for filing with the Board's Minutes, the November 17, 2011, CRA meeting minutes prepared by Clara Long, Urban Planner II;

B. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Litedra Burgess, owner of commercial property located at 919 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$619, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for replacing the windows, doors, and painting the exterior building;

C. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Ball Bushing

Warehouse, LLC, owner of commercial property located at 3825 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$9,525, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for installing a new stucco facing, new storm windows and a glass door in front of the building;

D. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Kerr Treehouse, Inc., owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign;

E. That the Board accept, for filing with the January 19, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) 2011 Annual Report;

F. That the Board take the following action concerning the Enterprise Zone Development Agency (EZDA) Board Appointments:

1. Appoint Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to fill the vacant Vice Chair position effective immediately. She will automatically be promoted to Chair on October 30, 2012;

2. Appoint Scott Luth, Senior Vice President of Economic Development, Pensacola Bay Area Chamber of Commerce, to replace Bridgette Price and serve a four-year term as a Representative from the local chamber, effective immediately. His term will expire October 30, 2015;

3. Reappoint Jaunita Williams, President of Edgewater Homeowners' Association & Neighborhood Watch (HA&NW), to serve a four-year term as a resident living in the Enterprise Zone (EZ), effective immediately. Her term will expire October 30, 2015;

4. Reappoint Chief Deputy Larry Aiken, Escambia County Sheriff's Office, to serve a four-year term as a Representative from the local law enforcement agency, effective immediately. His term will expire October 30, 2015;

5. Reappoint Susan Nelms, Executive Director, Workforce Escarosa, Inc., to serve a four-year term as a Representative from the local workforce development agency, effective immediately. Her term will expire October 30, 2015; and

G. Authorizing the Chairman to sign the Funding Agreements and any related documents necessary to implement the Grant awards.

Motioned by Commissioner Kevin White, Seconded by Vice Chair Gene M. Valentino
Motion to approve items A thru G

Vote: 5 - 0 - Unanimously

4. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2440

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Enterprise Zone Development Agency First Quarter Report

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

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

That the Board accept, for filing with the April 17, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarter Report.

BACKGROUND:

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

The information report to the Board consists of a copy of the EZDA First Quarterly Report (October 1 – December 31, 2011) submitted to the State of Florida, Office of Tourism, Trade and Economic Development.

BUDGETARY IMPACT:

There was no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration was not necessary for this Quarterly Report.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

EZDA First Quarter Report



EZDA 1ST QUARTER REPORT

October 1 – December 31, 2011

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

EZDA QUARTERLY REPORT

EZDA MONTHLY INCENTIVE WORKSHEET

ENTERPRISE ZONE: Escambia County

EZ#: 1703

Contact Person: Clara Long, Urban Planner, Escambia County
Community Redevelopment Agency and Enterprise Zone Coordinator

Phone: 850-595-3596

Fax: 850-595-3218

Month(s): October 1 to December 31

Year: 2011

A. OPERATIONS AND ACCOMPLISHMENTS DURING THIS TIME PERIOD:

1 Meeting

Enterprise Zone Development Agency (EZDA) Board

10/26/11

B. ACCOMPLISHMENTS AND PROGRESS CONCERNING IMPLEMENTATION OF STRATEGIC PLAN:

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

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

EZ Strategic Plan accomplishments for the period October 1 to December 31, 2011 are presented below. The goals and strategies are formatted to coincide with the EZ Strategic Plan.

BUSINESS DEVELOPMENT

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

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

Progress: EZ County staff and Pensacola Bay Area Chamber of Commerce continue to distribute commercial incentive packets to potential new and existing businesses. For the 1st quarter, incentive packets and information were provided to 6 businesses within the EZ.

(B) Strategy: Retain and expand existing businesses.

Progress: During this first quarter, 1 Commercial Façade, Landscape, and Infrastructure Grant, and 1 Sign Grant were awarded to Grant recipients. (See table below)

Incentives Awarded	
Façade and Streetscape Grants (Private Sector match equaled or exceeded \$25,000)	\$10,000
Sign Grants (Private Sector match equaled or exceeded \$5,235)	\$2,000
EZ Incentives (Business Equip. Sales Tax Refund) (Private Sector Investment = \$)	\$0
EZ Incentives (Building Materials Sales Tax Refund) (Private Sector Investment = \$0)	\$0
EZ Incentives (Job Credit Taxes: Sales Tax and Corporate Income Tax) (\$monthly for 24 mos.)	\$0
Total	\$12,000

NEIGHBORHOOD AND HOUSING DEVELOPMENT

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

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

Progress: Multiple first time homebuyer programs were available for eligible homebuyers. Some programs, such as the Neighborhood Stabilization Program (NSP), specifically target EZ areas. The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project is managed by Escambia County in coordination with Be Ready Alliance Coordinating for Emergencies (BRACE). This project will provide 50 units of affordable rental workforce housing at this foreclosed and severely deficient mobile home park. Thirty-one of the fifty units will be targeted to clients at or below 50% area median income. The remaining 19 units will be leased at market rate. During this quarter, **12** of the 31 units were leased to low income clients.

Another affordable housing project is the Centralized Homeless Housing and Services Facility. The construction for this project is funded through private funds and State Community Development Block Grant (CDBG) Disaster Recovery funds. Total CDBG funds expended this quarter were over **1.5** million dollars.

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

Progress: Community & Environment Department/Community Redevelopment Agency (CED/CRA) awarded **1** Residential Rehab Grant in the amount of **\$2,784**, which stimulated over \$6,000 in private investment for the EZ area. This Residential Rehab Grant Program provides assistance to residents to improve electrical wiring, replace windows, install storm shutters, connect to sanitary sewer, and convert from window units to central heating and air. CED/CRA staff distributed **9** EZ incentive packets to residents which included Residential Rehab Grant program applications.



Escambia County provides multiple rehabilitation programs, depending on the condition of the unit. This quarter, Escambia County assisted **1** homeowner with complete rehab/reconstruction of his/her severely substandard home through the HOME program, totaling **\$63,977** in funds. One **(1)** homeowner was assisted with repairs through the CDBG Housing Rehabilitation Program, totaling **\$29,960**. Three **(3)** homeowners were assisted with code-related emergency housing repair assistance through the State Housing Initiatives Partnership (SHIP) Program, with **\$7,226** in funds. Total assistance through Escambia County rehabilitation programs this quarter was **\$101,163**.



(E) Strategy: Promote open communication and two-way information sharing between members of the EZ community and County government, matching community needs with the community resources available to assist them in order to enhance and sustain neighborhood revitalization efforts.

Progress: CED/CRA staff continues to attend and participate in regularly scheduled neighborhood organization monthly meetings in the EZ to share information and gather input from the community.

ENVIRONMENT

GOAL: Promote achievement of a cleaner, healthier environment in the EZ to attract new businesses and sustain economic and residential development over the long-term.

(A) Strategy: Work with area stakeholders and EZ residents towards a prompt, adequate cleanup of the Escambia Wood Treating Company (ETC) Superfund Site.

Progress: CED/CRA contracted to conduct environmental assessments at two different sites located at the Iron Triangle in the Palafox District, and 3300 Mobile Highway in the Brownsville District. These environmental assessments will be funded through the Environmental Protection Agency (EPA) Brownfield Assessment Grants.

INFRASTRUCTURE

GOAL: Improve public infrastructure in the EZ.

(A) Strategy: Continue to plan and implement capital improvement programs outlined in the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Plans to stimulate reinvestment and enhance the quality of life in the EZ.

Progress: CED/CRA staff continues to support Capital Improvement Projects (CIP) in the Redevelopment Areas as follows:

Barrancas Redevelopment Area –

- Mahogany Mill Boat Ramp and Road – The initial plans have been completed. The estimated total cost is **\$116,690.**
- Lakewood Sanitary Sewer Expansion Project – This sewer project is well underway and will provide additional sewer lines for residents in the area. Total funds expended this quarter were **\$119,809.**
- Lexington Terrace Park – The design improvements are in progress for this park. Total funds expended this quarter were **\$6,834.**

Brownsville Redevelopment Area –

- Frontera Circle Acquisition Project – This project will acquire dilapidated properties for future development. The CRA staff is anticipating completion of title searches and appraisals on viable properties and reconciling liens dependent upon legal and administrative directions.
- Kupfrain Park Drainage and Sidewalk Project – This project includes Avery Street from Pace Blvd to “J” Street. The project is currently under construction and will provide curbs & gutters, sidewalks, and drainage improvements. This project is estimated to be over **1.2 million**.

Englewood Redevelopment Area –

- St. Joseph Street Sidewalk Project - This project will include sidewalks installed from “L” Street to “H” Street. Total cost for this project is **\$44,000**.
- Young Street Sidewalk Project - This project will include sidewalks installed from “L” Street to “E” Street. Total cost for this project is **\$88,000**.

Palafox Redevelopment Area –

- Escambia Sheriff’s Office Video Visitation & Training Facility – This project includes converting the 31,000 square foot building (formerly Escambia County One-Stop facility) into the Sheriff’s Visitation and Training facility. This building will provide 60 stations for remotely visiting inmates housed in detention areas via audio/video equipment. Also, other staff will be located in this building including Force on Force, Defensive Tactics and Simulator Training. This facility will include energy efficient Geothermal Heating and Air Conditioning System. Total funds estimated for this project will be **\$3.9 million**.
- Herman Street Sidewalk Project – This sidewalk project was implemented to support the newly constructed Centralized Homeless Facility in the area. Total funds expended to complete this project were **\$9,555**.
- Herman Street Lighting Project – CED/CRA provided **6** cobra head streetlights to support the homeless facility and sidewalk project being constructed in the area which will enhance public safety.

Warrington Redevelopment Area –

- Davenport Bayou Sidewalks – This sidewalk project will provide connecting streets which lead to the neighborhood community park. The initial plans are near completion.
- Sheriff’s Warrington Precinct Building – This project will be to construct a 6,000 square foot building on Navy Boulevard adjacent to Warrington Elementary School. This building will be used by the Sheriff’s deputies and Emergency Medical Services personnel. The ground breaking day was held in January 2012.
- Jones Swamp Cultural Center Project – CED staff contracted with an asphalt contractor to stabilize the road base and pave the driveway for ADA improvements. Total funds expended were **\$1,428** through the Neighborhood Stabilization Program (NSP).

- Navy Boulevard Design Guidelines & Corridor Management Plan – There have been several public workshops held to obtain public input. The initial Design Guidelines Manual is currently underway. Total project cost is **\$225,000** which is funded through Warrington TIF.

(B) Strategy: Provide funding and staffing for long-term maintenance of public infrastructure improvements.

Progress: CRA continues to provide funding for streetlights throughout the residential neighborhoods, irrigation systems in various rights-of-way, and landscape maintenance of several projects within the EZ. This quarter, costs totaled **\$72,374** for electricity, and **\$3,775** for long-term maintenance. These recurring expenses are paid from TIF Trust Fund accounts established for the County’s five designated redevelopment areas.

CRA continues to fund and manage the long-term maintenance of the following streetscape projects:

Barrancas Redevelopment Area –

Olde Barrancas medians and Observation Garden

Englewood Redevelopment Area –

“E” Street Rights-of-Way

Warrington Redevelopment Area -

Chief’s Way, Navy Boulevard medians, and Warrington Gateway Park

PHYSICAL APPEARANCE

GOAL: Improve the physical appearance of the EZ.

(B) Strategy: Improve the appearance of commercial and industrial buildings on major transportation corridors or gateways in the EZ.

Progress: CED/CRA staff continues to acquire properties for future development. These existing structures will be demolished.

(C) Strategy: Improve the appearance of residential areas throughout the EZ.

Progress: Escambia County Environmental Code Enforcement staff continues to perform “officer sweeps” in the County’s EZ and 5 Redevelopment Areas (Barrancas, Brownsville, Englewood, Palafox, and Warrington). During these “officer sweeps”, there were **9** dilapidated structures demolished; and **41** lots cleared of overgrowth and debris. Total funds expended to date were **\$52,248**.

C. NUMBERS AND TYPES OF BUSINESSES ASSISTED BY THE EZDA

Types of Assistance		Businesses Assisted*		
25	Phone Calls		Accommodations and Food Services	Manufacturing
6	Information Mailed		Administrative and Support and Waste Management and Remediation Services	Professional, Scientific, and Technical Services
0	Technical Assistance		Arts, Entertainment and Recreation	Restaurant
15	Met In Person		Construction	Retail Trade
			Finance and Insurance	Transportation and Warehousing
			Health Care and Social Assistance	Other Services

*Note: *Businesses Assisted* reflects the type of businesses within the EZ that made application for incentives from October 1 to December 31, 2011.

D. NUMBER OF JOBS CREATED WITHIN THE ENTERPRISE ZONE

Business Name	New/Startup	Existing	Jobs Created
Total	0	0	0

Note: There was **no** job creation reported in the EZ areas from October 1 to December 31, 2011.

E. NUMBER OF EZ APPLICATIONS SUBMITTED N/A

F. THE USAGE AND REVENUE IMPACT OF THE STATE INCENTIVES GRANTED

	Job Tax Credit (Sales Tax)	Job Tax Credit (Corporate Tax)	Business Equipment Sales Tax Refund	Building Materials Sales Tax Refund	Sales Tax Exemption for Electrical Energy	Property Tax Credit
Forms Received	0 #DR-15JZ	0 #F-1157Z	0 #EZ-E	0 #EZ-M	0 #DR-15JEZ	0 #F-1158Z
Forms Approved	0	0	1	0		
Forms Denied	0	0	0	0		
New Employees	0		0	0		
Estimated Amount of Monthly Wages	\$0					
Total \$ Amount of Business Equipment Purchased			\$0			
Total \$ Amount of Building Materials Purchased				\$0		
Estimated Total Amount of Tax Incentives			\$0	\$0		

COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM

No applications were made to the Community Contribution Tax Credit Program.

OTHER STATE GRANTS/INCENTIVES RECEIVED:

No other State grants or incentives were received during October 1 to December 31, 2011.

G. THE USAGE AND REVENUE FOREGONE AND INVESTMENT GENERATED AS A RESULT OF LOCAL INCENTIVES GRANTED

LOCAL INCENTIVES

	Number of Businesses Utilizing Incentive	Total \$ Amount in Incentives
Local Option ED Property Tax Exemptions	0	\$0
Occupational License Fee Abatement	0	\$0
Utility Tax Abatement	0	\$0
Local Funds for Capital Projects Escambia County CEB/CRA Commercial Façade, Landscape, and Infrastructure Grant Program	1	\$10,000
Sign Grant Program	1	\$2,000
Additional Local Government Services Committed to the Area Free Pre Application review by the Development Review Committee		\$0
Reduction of Specific Local Government Regulations to the Area	0	\$0
Total	2	\$12,000

*Estimated value based on 20 person-hours at \$30.00 per hour.

OTHER LOCAL INCENTIVES

	Number	Total \$ Amount
Escambia County Brownfields Program- US EPA Pilot Grant Brownfields CDBG allocation	0	\$0
Total	0	\$0

H. RESOURCES ACCESSED AS A RESULT OF BEING LOCATED IN AN ENTERPRISE ZONE

Funding Sources	Number (Projects located in the 5 Redevelopment Areas – Barrancas, Brownsville, Englewood, Palafox and Warrington)	Total \$ Amount
CDBG, TIF, & NSP	<u>6</u> CIP Projects	\$1,907,403
Code Enforcement – Gen. Fund	<u>2</u> Demolitions & Lot Clearings	\$52,248
Housing Project (SHIP and HHRP)	<u>5</u> Housing Projects	\$101,163
Safe Routes To School (SRTS) – Traffic Division	<u>2</u> Sidewalk Projects	\$99,445
TIF & CDBG	<u>2</u> Commercial Façade & Sign Grants <u>1</u> Residential Rehab Grant <u>2</u> Tree Trimming/Removal Grants	\$12,000 \$2,784 \$1,500
Total		\$2,176,543

BURT VON HOFF
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
107 EAST MADISON STREET; MSC 160
TALLAHASSEE, FLORIDA 3239

PH: 850/717-8518 FAX: 850/717-8522
E-mail: burt.vonhoff@deo.myflorida.com
www.floridaenterprisezones.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2455

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Revised Human Resources Policies and Procedures, Section 21,
Layoff/Reduction In Force-Classified Employees

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Human Resources Policies and Procedures, Section 21,
Layoff/Reduction In Force-Classified Employees - Ron Sorrells, Human Resources Department
Director

That the Board adopt the revised Human Resources Policies and Procedures (HR P&P),
Section 21, Layoff/Reduction In Force-Classified Employees effective April 17, 2012.

Revisions to this Policy are as follows:

- A. The retention score is calculated by 50% seniority and by 50% performance;
- B. Employees covered by a Collective Bargaining Agreement should be laid off in reverse seniority order;
- C. The following subsections are deleted from the HR P&P: 21.3 Bumping Privileges, 21.4 Rollback Privileges, 21.5 Layoff Status, and 21.9 Appeals;
- D. Renamed subsection 21.6 from Recall to Preference List and subsection 21.8 from Notification to Vacancy Notification; and
- E. Grammatical and verbiage changes were made to help clarify the Policy.

BACKGROUND:

The purpose for this revision is to provide more details on how the reduction in force is to be determined and to clarify the reduction in force process.

BUDGETARY IMPACT:

n/a

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Ryan Ross, has reviewed this policy for content and compliance.

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

n/a

IMPLEMENTATION/COORDINATION:

The HR Policies and Procedures will be made available to the departments, divisions, and employees of the BCC by posting them on the County's internal web site and by electronic transmission upon request.

Attachments

HR PP Section 21 RIP

SECTION 21

LAYOFF/REDUCTION IN FORCE – CLASSIFIED EMPLOYEES

The ~~Division Manager~~ Department Director (DD) must notify the Human Resources Director of any anticipated need for the layoff of their employees. A ~~Division Manager~~ DD may lay off employees because of lack of funds or lack of work, provided that such reductions are made in good faith. Prior to a layoff, the ~~Division Manager~~ DD shall notify the Human Resources ~~Division~~ Department of the classes of positions directly affected, the number of positions to be vacated within each class; and the reasons therefore. Thereupon, the Human Resources staff shall furnish to the ~~Division~~ Department a valid ~~divisional~~ departmental seniority list based on the employee's~~s~~' seniority dates, including the names of the persons in the identified positions. ~~the position codes and the order in which separations shall occur.~~

21.1 Layoff Notice

The Human Resources staff will provide written notification to the employees who will be affected by a Reduction In Force (RIF). Employees shall be given a minimum of fifteen (15) calendar days' notice prior to their layoff effective date. ~~To exercise bumping privileges, employees affected by a layoff shall make a written request to the Human Resources Division no later than five (5) working days prior to the effective date of the layoff.~~

21.2 Order of Reduction in Force

A reduction in force shall be made ~~in strict order of~~ by seniority (50% of the decision) and by performance (50% of the decision) within the ~~effected~~ affected classes ~~as determined exclusively by an employee's seniority date.~~ Any employee having regular status who has been given notice of layoff, or who has ~~been bumped under these provisions, shall have the same right to bump or to elect to demote to a vacant position in lieu of layoff in the Bureau. In no case may an employee who is laid off bump an employee of a different Bureau. The following is how the retention score is calculated:~~

A. Seniority - 50%

<u>Years</u>	<u>Points to be Awarded</u>
<u>Beginning date through the end of the 1st year</u>	<u>0</u>
<u>Beginning 2nd year through end of 2nd year</u>	<u>1</u>
<u>Beginning 3rd year through end of 5th year</u>	<u>2</u>
<u>Beginning 6th year through end of 9th year</u>	<u>3</u>
<u>Beginning 10th year through end of 19th year</u>	<u>4</u>
<u>Beginning 20th year and more</u>	<u>5</u>

B. Performance - 50%

Evaluations graded less than three receive no points; employees (emps) ranked in lowest 20% get 1 point; emps. in next 20% get 2 pts; emps. in middle 20% get 3 pts; emps. in 4th 20% get 4 Pts; emps. in top 20% get 5 pts.

C. Total points (A + B) equals the retention score.

D. Employees covered by collective bargaining agreement should be laid off in reverse seniority order.

21.3 Bumping Privileges

~~— Bumping privileges are available when a position is currently occupied. A displaced employee has the option of bumping to any lower classification in the same Bureau, provided that the regular employee is qualified to perform the duties of such lower class of position and has greater seniority. When a regular employee is subject to layoff, the employee shall be placed on the Re-employment Priority List that is established by the Human Resources staff.~~

21.4 Rollback Privileges

~~— Rollback privileges are available when a position is vacant within the Division. When a regular employee is subject to layoff in a Division that has other classifications, the employee shall be placed on the Re-employment Priority List that is established by the Human Resources staff. Employees have the option of applying for any higher classification within their Division, provided that the regular employee meets the minimum qualifications of the classification.~~

~~— When two or more positions of a lower classification and of equal pay for which an employee has applied are available within their division, the employee shall select the position of choice.~~

21.5 Layoff Status

~~— Employees who fail to exercise their bumping rights shall be recalled in the reverse order of their layoff, but they shall retain their eligibility to be placed on the Re-employment Priority List for that class in their former Division or for higher classes. Employees who are on layoff, if assigned to the same or a higher class than that class previously held, shall lose all recall rights to the position vacated because of the layoff and shall have their names removed from the Re-employment Priority List.~~

21.63 Recall Preference List

~~Employees laid off or demoted because of a layoff RIF shall be notified recalled from layoff or demotion from the Re-employment Priority List for which they have qualified on the basis of their seniority lay-off sequence when positions in these their classes become available for six months following date of actual lay-off. However, such recall rights shall not extend beyond one (1) year from the effective date of layoff or demotion. If employees refuse to accept these positions affected, they shall lose all rights to those positions. An employee not re-employed within one (1) year from the effective date of such layoff shall lose all recall rights.~~

21.74 Bridging of Service

~~For any layoff not exceeding a one (1) year period, Employees rehired within one (1) year these regular employees will be given an adjusted seniority date to adjust for the period of layoff upon their reinstatement.~~

21.85 Vacancy Notification

~~The Human Resources staff shall notify an employee who has been laid off of any vacancy in the same class for which the employee was laid off and to which his seniority may entitle him. Such notice shall be ~~given to the employee by certified mail (return receipt requested)~~ sent to his last known address. The notified employee shall be given seven (7) working calendar days to notify the Human Resources staff of the acceptance or denial of their his interest in the position. If selected, the employee shall be given seven (7) additional working calendar days to actually report to work unless this period is extended with the express consent of the employee and the ~~Division Manager~~ DD where the vacancy exists. The failure of such employee to comply with any of the above conditions within the time limits specified shall void all reinstatement rights. The fact that a registered letter is returned to ~~the~~ Human Resources ~~Division~~ because it failed to reach the employee at his last known address on record shall be taken as proof that the employee has failed to keep ~~the~~ Human Resources ~~Division~~ advised of his current address, and the employee; therefore, shall forfeit his rights for reinstatement.~~

21.9 Appeals

~~Any employee who elects to appeal his layoff or a failure to be recalled shall do so in a written communication that is dated and signed by the employee and/or his attorney. The appeal shall be filed at the office of the Merit System Protection Board within ten (10) calendar days after the effective date of the layoff. The last day of the period so computed shall be included unless it is Saturday, Sunday, or a legal holiday, in which event, the period shall run until the end of the next day which is neither a Saturday, Sunday, or a legal holiday. The appeal shall state~~

~~briefly with specificity such allegations of facts as the employee deems necessary to establish bad faith on the part of the Division Manager in the layoff or recall and shall request a hearing before the Merit System Protection Board. A copy of such appeal shall be served upon the Human Resources Division or its authorized agent who initiated the request by delivery in person or by certified mail to the address of record prior to being submitted to the Merit System Protection Board.~~

~~————(Contact the Merit System Protection Board for Rules and Procedures)~~



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2338

County Administrator's Report 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Adoption of Resolution Regarding Choice Neighborhoods Planning Grant Application

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Adoption of Resolution Regarding Choice Neighborhoods Planning Grant Application - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Choice Neighborhoods Planning Grant Resolution:

A. Adopt a Resolution supporting the Choice Neighborhoods Planning Grant Application to be filed with the U.S. Department of Housing and Urban Development (HUD) by the Area Housing Commission (AHC), for improvement of the Attucks Court and "J" Street public housing complexes and surrounding neighborhood; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and other related documents.

BACKGROUND:

HUD published the Notice of Funding Availability (NOFA) for the highly competitive 2012 Choice Neighborhoods Planning Grant cycle in late February 2012 (see [Exhibit I](#) for NOFA overview). Escambia County, the City of Pensacola, Area Housing Commission (AHC), the Escambia County School System and a variety of local agencies and community interests are working collaboratively to prepare a comprehensive grant proposal in response to the application deadline of May 1, 2012. AHC will serve as grant applicant because the NOFA requires that the initiative focus upon one or more distressed public or assisted housing complexes. If selected for funding by HUD, the grant will provide up to \$300,000 for the development of a Neighborhood Transformation Plan for the targeted area surrounding the AHC owned Attucks Court and "J" Street public housing complexes located within the City of Pensacola and Escambia County (see [Exhibit II](#) for Choice Neighborhoods Target Area Map). The Resolution in [Exhibit III](#) evidences the County's support for the application and it will be incorporated into the application to be filed with HUD.

BUDGETARY IMPACT:

N/A.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved by Kristin Hual, Assistant County Attorney. A similar support Resolution will be approved by the City of Pensacola.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Resolutions must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Following approval by the Board, the Resolution will be finalized, executed and incorporated into the formal application that will be filed with HUD on or before May 1, 2012. Preparation of the grant application requires the coordination and cooperation of a wide variety of public, non-profit and private agencies and community interests. The various agencies, organizations and individuals involved in this process are aware of this recommendation and the accompanying Resolution.

Attachments

Exhibit I - Choice Neighborhoods NOFA Overview

Exhibit II - Choice N'hoods Map

Exhibit III - Resolution

HUD Choice Neighborhoods Program Grants

Overview of Grant Opportunity

Choice Neighborhoods grants transforms distressed neighborhoods and public and assisted projects into viable and sustainable mixed-income neighborhoods by linking housing improvements with appropriate services, schools, public assets, transportation, and access to jobs. A strong emphasis is placed on local community planning for access to high-quality educational opportunities, including early childhood education. Choice Neighborhoods grants build upon the successes of public housing transformation under HOPE VI to provide support for the preservation and rehabilitation of public and HUD-assisted housing, within the context of a broader approach to concentrated poverty. In addition to public housing authorities, the initiative will involve local governments, non-profits, and for-profit developers in undertaking comprehensive local planning with residents and the community.

Choice Neighborhoods **Planning Grants** support the development of comprehensive neighborhood revitalization plans which focused on directing resources to address three core goals: Housing, People and Neighborhoods. **(up to \$300,000 per award)** To achieve these core goals, communities must develop and implement a comprehensive neighborhood revitalization strategy, or **Transformation Plan**. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families.

Implementation Grants (up to \$30 million per award)

In the development of Choice Neighborhoods, HUD has focused on directing resources into three core goals:

1. **Housing:** Transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long-term;
2. **People:** Support positive outcomes for families who live in the target development(s) and the surrounding neighborhood, particularly outcomes related to residents' health, safety, employment, mobility, and education; and
3. **Neighborhood:** Transform neighborhoods of poverty into viable, mixed-income neighborhoods with access to well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

To successfully implement the Transformation Plan (*developed during the Planning stage*), applicants will need to work with public and private agencies, organizations (including philanthropic organizations), and individuals to gather and leverage resources needed to support the financial sustainability of the plan. These efforts

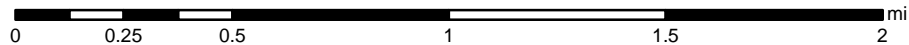
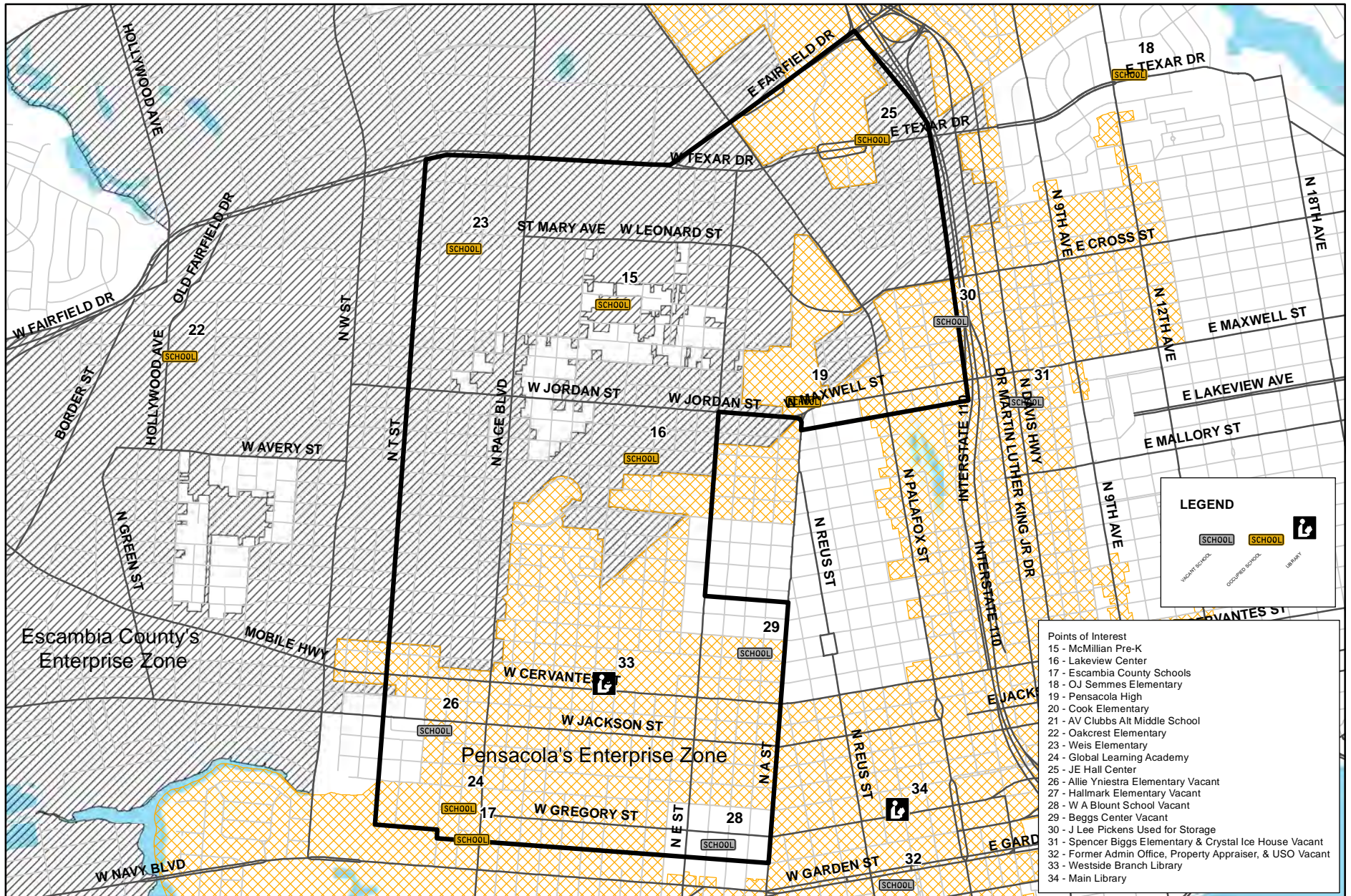
should build community support for and involvement in the development of the plan. Implementation Grants support those communities that have undergone a comprehensive local planning process and are ready to implement their "Transformation Plan" to redevelop the neighborhood.

Proposed Local Project Scope

Constituents from the City (Pensacola), the County (Escambia), Area Housing Association, Health Institutions, School District, Law Enforcement, Corrections, Higher Education, Local For-profit Businesses, Non-profits, including Faith-based Organizations, and Community members are pursuing a collaborative neighborhood project in response to the **Planning portion** of the Choice Neighborhoods Grant Opportunity. With the grant criteria in mind, roughly a 2 mile radius has been identified as the targeted neighborhood area for transformation. Located within portions of the County's Englewood and Brownsville CRA's and the City's Westside neighborhood, the borders of this area are: Chase Street (South), "T" Street (West), Fairfield Drive (North), and an irregular eastern border stretching from the intersection of I-110 and Fairfield on the north to the intersection of "A" Street and Chase on the south (see map).

Within these borders, both pertinent characteristics and ideal resources abound, making this area an ideal choice for this proposal. Characteristics include: high poverty demographics, public housing units in need of attention, illegal drug activity and neighborhood safety concerns, low-performing schools, etc. Conversely, resources include a Multi-purpose Family Center, Mental health institutions, a Hospital (Baptist), a Branch library, schools, churches, local businesses, etc. Additionally, there are patches of vacant space for creating parks and recreation services, grocery stores, and other infrastructure critically needed.

Escambia County's and City of Pensacola's Enterprise Zones with Points of Interest i.e. Schools & Libraries



Source: Escambia County/ City of Pensacola "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created March 19, 2012.

RESOLUTION NUMBER R2012 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING THE 2012 HUD CHOICE NEIGHBORHOODS GRANT APPLICATION FILED BY THE AREA HOUSING COMMISSION; COMMENDING THE CHOICE NEIGHBORHOODS COMMUNITY PARTNERSHIP FOR ITS EFFORTS TO IMPROVE ATTUCKS COURT AND "J" STREET PUBLIC HOUSING AND TO REINVIGORATE THE SURROUNDING NEIGHBORHOOD; ENCOURAGING THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO APPROVE THE NECESSARY FUNDS TO ENABLE THE TARGETED NEIGHBORHOOD TO COLLABORATIVELY PREPARE A TRANSFORMATION PLAN REFLECTING TRUE COMMUNITY NEEDS AND PRIORITIES; AUTHORIZING THE COUNTY ADMINISTRATOR AND/OR CHAIRMAN TO EXECUTE ANY NECESSARY FORMS, LETTERS, CERTIFICATIONS, OR ANY OTHER DOCUMENTS AS MAY BE REQUIRED TO EVIDENCE SUCH SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the U. S. Department of Housing and Urban Development has formally solicited applications for the 2012 Choice Neighborhoods Planning Grant for the express purpose of focusing resources in and around distressed public housing through development of a comprehensive Neighborhood Transformation Plan; and

WHEREAS, the Area Housing Commission (Public Housing Agency), in cooperation with Escambia County, the City of Pensacola and a myriad of community agencies and interests, will be submitting a Planning Grant Application on or about May 1, 2012, seeking financial resources to aid the partnership in moving forward with preparation of the critically important Transformation Plan; and

WHEREAS, Area Housing Commission has targeted distressed public housing properties locally known as Attucks Court and "J" Street Housing as the focus for the Choice Neighborhoods Planning Grant; and

WHEREAS, Escambia County recognizes and commends the continuing commitment of the Choice Neighborhood Partnership to the goal of truly transforming the targeted neighborhood through a planning process founded in collaboration; and

WHEREAS, the Escambia County Board of County Commissioners finds that it is in the best interest of the public for **Escambia County** to formally evidence support for the 2012 HUD Choice Neighborhoods Planning Grant Application.

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

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

SECTION 2. That the Board of County Commissioners of Escambia County, Florida hereby supports and endorses submission of the Choice Neighborhoods Planning Grant Application to the U. S. Department of Housing and Urban Development by the Area Housing Commission.

SECTION 3. That the Board of County Commissioners of Escambia County, Florida commends the community partnership in its continuing efforts to cooperatively identify deficiencies, prioritize needs, and work to devise a comprehensive plan that will provide measurable improvements within the targeted neighborhood.

SECTION 4. That the County Administrator and/or Chairman of the Board of County Commissioners are hereby designated and authorized to execute documents, certifications, correspondence, and any other documents as may be required to evidence County support for this initiative.

SECTION 5. That the Chairman of the Board of County Commissioners and/or the County Administrator (or his designee) are hereby designated and authorized to do all things necessary and expedient to carry out the provisions of this Resolution.

SECTION 6. That this Resolution shall take effect immediately upon its adoption.

ADOPTED THIS _____ DAY OF APRIL, 2012.

**ESCAMBIA COUNTY, FLORIDA acting by
and through its BOARD OF
COUNTY COMMISSIONERS**

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: Kristina Chua
Title: PCA
Date: 3/16/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2472

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/17/2012

Issue: Escambia County Sheriff's Office Warrington Substation

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Escambia County Sheriff's Office Warrington Substation - Charles R. "Randy" Oliver, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution naming the Escambia County Sheriff's Office Warrington Substation the "W.E. Grimsley Building", for Mr. W.E. Grimsley, Sr., who was instrumental in the development of the Warrington Community.

BACKGROUND:

The Board previously adopted a Resolution on August 22, 1974, naming the property adjacent to the Warrington Elementary School "The Elmer Grimsley Park". The Escambia County Sheriff's Office Warrington Substation was recently constructed on the same site where the Elmer Grimsley Park was first erected. The family of Mr. Grimsley has requested that the new Substation be named the "W.E. Grimsley Building".

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the "Naming County Facilities Policy", Section I, D9.

IMPLEMENTATION/COORDINATION:

Coordinate with Public Works Department, Facilities Management Branch.

Attachments

Resolution and Backup Information

RESOLUTION NUMBER R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA NAMING THE ESCAMBIA COUNTY SHERIFF'S OFFICE WARRINGTON SUBSTATION AS THE "W.E. GRIMSLEY BUILDING"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, W.E. Grimsley was instrumental in the development of the Warrington community; and

WHEREAS, by Board action on August 22, 1974, the Board of County Commissioners of Escambia County previously adopted a Resolution naming the property adjacent to the Warrington Elementary School as "The Elmer Grimsley Park"; and

WHEREAS, the Escambia County Sheriff's Office Warrington Substation was recently constructed on the same site where the Elmer Grimsley Park was first erected; and

WHEREAS, naming the Escambia County Sheriff's Office Warrington Substation for W. E. Grimsley shall be an enduring tribute to his service to the community.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That Escambia County hereby designates the Escambia County Sheriff's Office Warrington Substation located at 30 North Navy Boulevard as the "W.E. Grimsley Building".

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin H. [Signature]

Title: Chairman

Date: 4/10/12

COUNTY ATTORNEYS
OFFICE

2012 MAR 8 AM 11 20

RECEIVED

February 27, 2012

W.E. Grimsley, Jr.
5948 Louisville Ave.
Pensacola, FL 32526
(850)941-2081

Commissioner Gene Valentino
District II
221 Palafox Place
Pensacola, FL 32502

Re: W.E. (Elmer) Grimsley Park

Dear Commissioner Valentino,

A few weeks ago I briefly got to talk to you at Oscar's Restaurant about the new ECSO Substation on Navy Blvd @ Elmer St.

In 1972 this property was designated by the Board of Escambia County Commissioners as a recreation area and park for my late father. (See enclosed Resolution and pictures)

My family would respectfully request that this building would be named the W.E. Grimsley Building after my father. Thank you.

Sincerely,

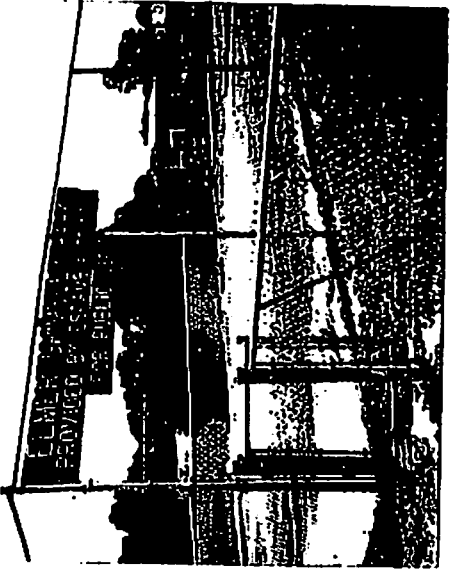


W.E. Grimsley, Jr.

Enclosures

CC: AAG
JWG

A12. 00115



RESOLUTION

WHEREAS, The School Board has authorized the use and development of seven acres of property being adjacent to the Warrington Elementary School by the Board of County Commissioners as a recreational area, and

WHEREAS, W. E. Grimsley has been instrumental and a driving force in the development of the Warrington community, and

WHEREAS, W. E. Grimsley has unselfishly expended much time in public and community affairs, and

WHEREAS, it is fitting and proper that public recognition be made of his untiring and unselfish efforts to improve the community.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Escambia County, Florida, does hereby designate and name the park area adjacent to the Warrington Elementary School as, The Elmer Grimsley Park, by which name it shall hereafter be known.

STATE OF FLORIDA,

COUNTY OF ESCAMBIA.

I, Joe A. Flowers, Comptroller and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of a resolution as the same was duly adopted and passed at a regular meeting of the Board on the 22nd day of August, 1974, and as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22 day of August, 1974.

JOE A. FLOWERS, COMPTROLLER
AND EX-OFFICIO CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: R. D. McAllister, Jr.
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2425

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Vending Machine Services

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Vending Machine Services PD 09-10.047 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the extension of the Contract for Vending Machine Services, PD 09-10.047, to R & R Vending, for one year, effective date April 8, 2012, with the snack vending commissions remaining at 20% and the 20-ounce bottle commission remaining at 25%, and approve the vending price increases as requested per the terms of the Agreement.

The Contract is a revenue Contract, and the commission fees are used to fund the Employee Morale & Welfare Fund.

BACKGROUND:

The Office of Purchasing received correspondence from the vendor informing the County of vending price increases taking effective April 8, 2012. The vendor informed us of substantial price increases for products from Coke and Pepsi suppliers. Food and snack items have increased in price. The vendor supported this with price increase letters from their suppliers. Fuel surcharges are being added to invoices for delivery charges. Fuel expenses have increased for their delivery trucks as well.

BUDGETARY IMPACT:

The Contract is a revenue Contract and the commission fees are used to fund the Employee Morale & Welfare Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, FL Ordinance, Chapter 46, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Letter

Price breakdown

Board of County Commissioners Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, Room 11.407B
Pensacola, Florida 32502

ATTN: Joe Pillitary

Dear Sir:

This letter is to inform you of prices and commissions taking effect on April 1st. 2012. We have received substantial price increases for products from our Coke and Pepsi suppliers. Food and snack items have increased in price, also. Fuel surcharges are being added to invoices for delivery charges. Fuel expenses have increased for our delivery trucks as well.

R & R Vending Inc must initiate these changes to maintain our goal of giving our customers the personalized service we offer. We know our level of variety, compensation, and service cannot be beat. Quality is our mandate, we never use cheaper products.

We will always guarantee **100% No Questions Asked Customer Satisfaction**. We stand behind our vending machines, our products, and most importantly our service to you, our client.

All prices in vending machines also include 7.5% sales tax.

Remember vending machines save you money. Driving to the store takes time and gas, but the refreshments you want our right in front of you. And vending items are tax included.

Should you have any concerns, I will be available to clarify any questions you might have. Please contact me at 850-324-1920.

Thank you for your continued business.

Sincerely;

A handwritten signature in black ink, appearing to read "D. F. Rebber Jr.", with a long horizontal flourish extending to the right.

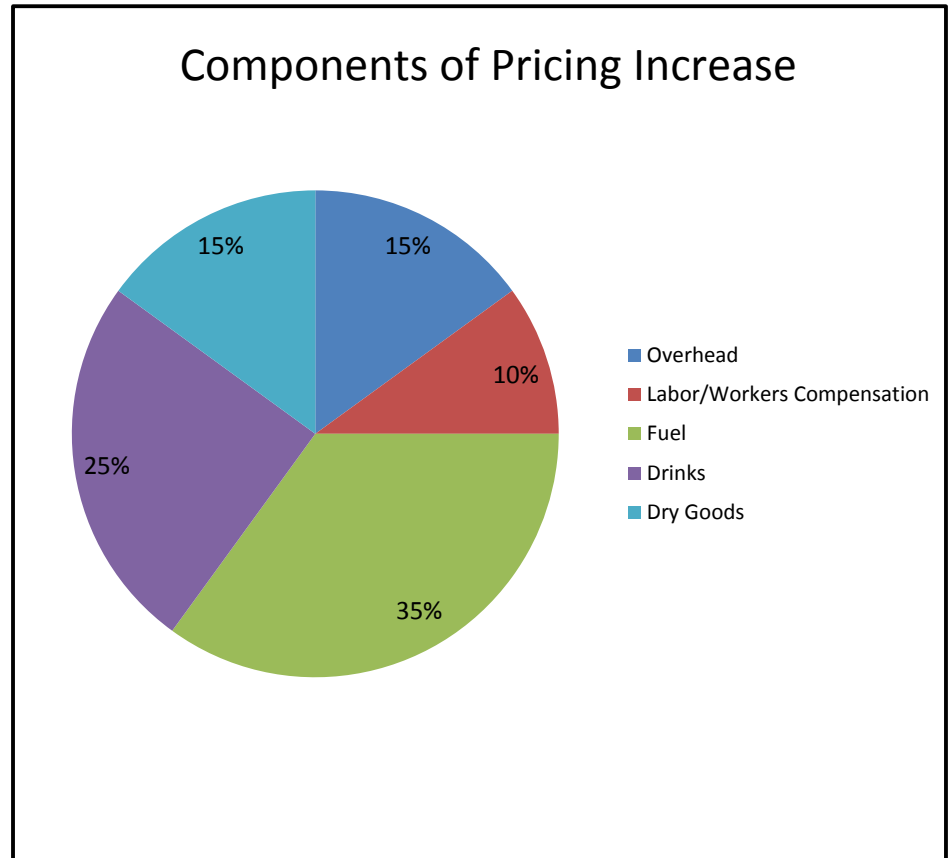
D. F. Rebber Jr
CEO

Attachment : Price List & Commission

R & R Vending Inc.
Cost Increase Analysis Due to Increases In the Market

Item	2010 Contract Pricing	Actual Cost Increase	Proposed Pricing	Sales Increase
Bottle Cola (20 oz.)	\$ 1.00	25.00%	\$ 1.25	20.00%
Dasani Water (20oz)	\$ 1.00	25.00%	\$ 1.25	20.00%
Cans Cola (12 oz.)	\$ 0.60	25.00%	\$ 0.75	20.00%
Sport Drinks (20 oz.)	\$ 1.50	12.00%	\$ 1.50	0.00%
Vitamin Water (20 oz.)	\$ 1.75	12.00%	\$ 1.75	0.00%
Fuze (16.9 oz.)	\$ 2.00	12.00%	\$ 2.00	0.00%
Monster Cold Coffee	\$ 2.50	12.00%	\$ 2.50	0.00%
Starbucks Cold Coffee	\$ 2.50	12.00%	\$ 2.50	0.00%
Monster Drinks (16oz)	\$ 2.50	12.00%	\$ 2.50	0.00%
Energy Drinks (16oz)	\$ 2.00	12.00%	\$ 2.25	11.11%
Juices	\$ 1.80	12.00%	\$ 1.80	0.00%
Chips Small Bag	\$ 0.55	20.00%	\$ 0.65	15.38%
Chips Big Bag	\$ 1.00	20.00%	\$ 1.00	0.00%
Crackers	\$ 0.65	15.00%	\$ 0.75	13.33%
Cookies & Snack Mixes Bag	\$ 0.75	15.00%	\$ 0.80	6.25%
Candy Bars	\$ 0.75	20.00%	\$ 0.90	16.67%
Candy (Bag)	\$ 1.25	20.00%	\$ 1.25	0.00%
Trail Mix/Peanuts	\$ 0.75	20.00%	\$ 0.90	16.67%
Fruit Snacks (Bags)	\$ 0.75	30.00%	\$ 1.00	25.00%
Roll Candy (Lifesavers)/Gum	\$ 0.55	20.00%	\$ 0.65	15.38%
Pastries / Donuts	\$ 0.75	35.00%	\$ 1.00	25.00%

Total 386.00% 204.80%
Overall Cost Increase VS. Sales Cost Increase **-88.5%**

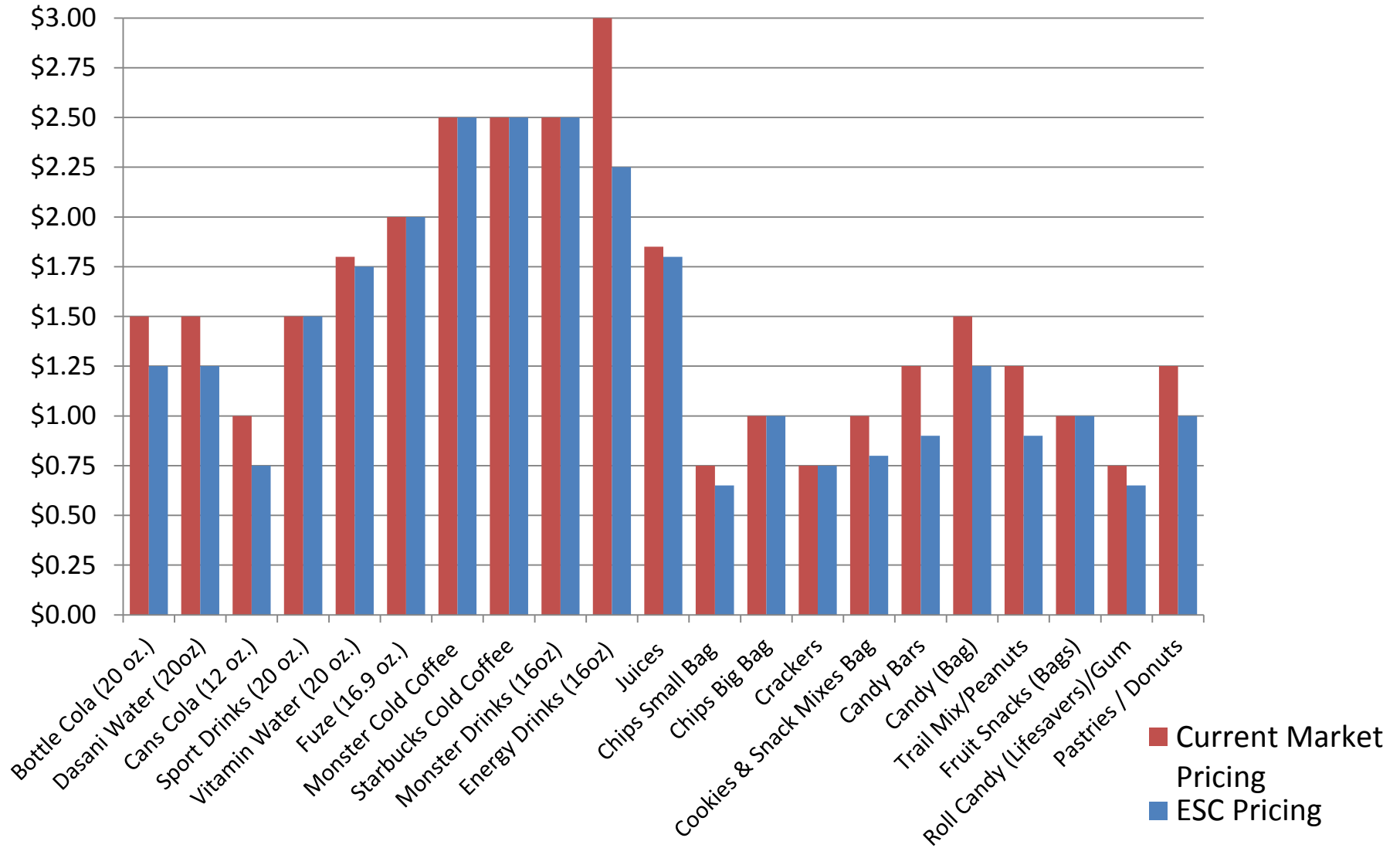


Increase Cost in Business Operations Since 2010	
Overhead	15%
Labor/Workers Compensation	10%
Fuel	35%
Drinks	25%
Dry Goods	15%

R & R Vending Inc.
Market Pricing Comparison Based on Commission Rates

Item	ESC Comparison Pricing	Market Comparison Pricing	ESC vs. Market Percent +/-
Bottle Cola (20 oz.)	\$ 1.25	\$ 1.50	-16.67%
Dasani Water (20oz)	\$ 1.25	\$ 1.50	-16.67%
Cans Cola (12 oz.)	\$ 0.75	\$ 1.00	-25.00%
Sport Drinks (20 oz.)	\$ 1.50	\$ 1.50	0.00%
Vitamin Water (20 oz.)	\$ 1.75	\$ 1.80	-2.78%
Fuze (16.9 oz.)	\$ 2.00	\$ 2.00	0.00%
Monster Cold Coffee	\$ 2.50	\$ 2.50	0.00%
Starbucks Cold Coffee	\$ 2.50	\$ 2.50	0.00%
Monster Drinks (16oz)	\$ 2.50	\$ 2.50	0.00%
Energy Drinks (16oz)	\$ 2.25	\$ 3.00	-25.00%
Juices	\$ 1.80	\$ 1.85	-2.70%
Chips Small Bag	\$ 0.65	\$ 0.75	-13.33%
Chips Big Bag	\$ 1.00	\$ 1.00	0.00%
Crackers	\$ 0.75	\$ 0.75	0.00%
Cookies & Snack Mixes Bag	\$ 0.80	\$ 1.00	-20.00%
Candy Bars	\$ 0.90	\$ 1.25	-28.00%
Candy (Bag)	\$ 1.25	\$ 1.50	-16.67%
Trail Mix/Peanuts	\$ 0.90	\$ 1.25	-28.00%
Fruit Snacks (Bags)	\$ 1.00	\$ 1.00	0.00%
Roll Candy (Lifesavers)/Gum	\$ 0.65	\$ 0.75	-13.33%
Pastries / Donuts	\$ 1.00	\$ 1.25	-25.00%

Pricing Comparison Based on New Pricing with 25% Commission Rate





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2350

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Household Hazardous Waste, Transportation and Disposal, PD 08-09.070

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Final Extension of the Household Hazardous Waste Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the final extension of 24 months, effective October 1, 2012, for the Household Hazardous Waste Contract, PD 08-09.070, to EQ-The Environmental Quality Company, in the approximate amount of \$200,000.

[Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 53401]

BACKGROUND:

The Household Hazardous Waste (HHW) Center operates an environmentally safe disposal alternative for citizens of Escambia County. Once HHW staff have processed and packaged the hazardous materials, state and federal regulations mandate the use of a certified, permitted hazardous waste disposal vendor. EQ Florida, Inc. meets all vendor requirements and has provided excellent service to many counties in Florida, including Escambia. It is the staff's recommendation to extend this Contract an additional two years.

BUDGETARY IMPACT:

[Funding: Solid Waste Fund 401, Cost Center 230306, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for Purchasing.

IMPLEMENTATION/COORDINATION:

Purchasing will be responsible for the issuance of Purchase Orders.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2357

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: The Purchase of a Wheel Loader

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Purchase of a Wheel Loader - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Florida Sheriff's Association Contract 11-19-0907, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Volvo wheel loader, Model L35B, PD 11-12.025, to Cowin Equipment Company, Inc., in the amount of \$69,876.28, for the Parks and Recreation Department.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 56401
Project Number 08PR0068]

BACKGROUND:

The Purchase of this new wheel loader will aide and assist field staff in safely moving massive cubic yards of playground safety surfacing and many other mass ordered supplies needed to perform and complete work in various county owned parks.

BUDGETARY IMPACT:

[Funding; Fund 352, Cost Center 350229, Object Code 56401, Project Number 08PR0068]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This purchase is in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2422

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Tax Deed Applications for County Held Tax Deed Certificates

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for County-Held Tax Deed Certificates - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Tax Deed Application List (as provided) for 160 County-held Tax Deed Certificate parcels. The Tax Deed Application process fees total per parcel is \$626. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$401 per parcel).

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

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at \$5,000 or more on the Property Appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the Property Appraiser's roll. The Tax Deed Application process fees total \$626 per parcel (Tax Collector; title search and application fees of \$225, and Clerk of the Circuit Court; advertisement, sheriff, and clerk fees of \$401).

In addition to all other required notices, these properties received a first class notice by mail from the Management and Budget Services Bureau notifying them late payees that a tax deed would be issued on their property if payment were not made.

BUDGETARY IMPACT:

The total cost for these tax deed applications is \$100,160. Funds are available in General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court's Office.

Attachments

Tax Deed Application backup

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
1	07-4548-000	382S30-1113-000-000	COILE ALAN S
2	11-3377-000	141N31-1007-000-012	RAWSON & COMPANY INC
3	05-2214-000	092S30-0600-004-010	BIGHAM PAUL
4	13-2902-000	000S00-9020-011-026	DEDMOND NATHANIEL JR
5	05-2845-000	092S30-1100-002-185	TAX CERTIFICATES REDEMPTIONS I
6	12-3816-000	045N33-3230-000-001	MARQUIS SUSAN R
7	06-2014-000	172S30-1500-140-014	CROSBY JOE C
8	05-1200-000	042S30-6001-007-030	GAINES HELEN A
9	09-0359-500	081S31-3301-000-002	BLUE MARLIN DEVELOPMENT LLC
10	15-3490-500	000S00-9080-024-128	BURTON HULEN THOMAS SR
11	12-0621-100	352N31-2201-002-001	CLARK JAMES
12	02-3574-035	211S30-2000-000-005	BEYERS PATRICK K
13	12-0998-455	223N31-1201-008-001	PLEASANT WADE A & CORA A
14	10-1563-337	372S31-2000-003-008	OWEN RICHARD W
15	04-0467-000	351S30-7108-000-000	CROWLEY EULA EST OF
16	05-4317-000	142S30-6000-000-014	HABER MARK T
17	14-1008-000	000S00-9025-003-128	JOHNSON DAVID & FLORA
18	06-1780-000	172S30-1401-040-004	PEAVY CHARLES M JR
19	13-1748-000	000S00-9010-280-080	TURNER JESSE J
20	09-2909-730	042S31-1001-000-013	ODOM RHONDA M
21	09-2934-530	082S31-1013-000-010	FOOTE GERALD
22	05-1080-000	042S30-6001-011-021	ROPER ANNIE MARIE
23	14-3085-000	000S00-9025-005-365	GODWIN LEWIS G & LOIS G
24	02-3387-125	211S30-1101-005-058	F & K PROPERTIES
25	05-2809-000	092S30-1100-000-153	T GILL LLC
26	06-0029-100	162S30-1001-032-004	NETTLES ROY V & DEBERT ANN
27	06-0020-000	162S30-1001-150-002	WILLIAMS MARIE
28	13-1770-000	000S00-9010-001-082	LOGAN SALLY ANN
29	07-0544-410	342S30-0295-029-003	CHIN KIM
30	03-2091-000	291S30-3303-000-001	TEMPO HOMES INC
31	06-0085-000	162S30-1001-070-005	LEWIS PERCY L EST OF &
32	11-1094-900	312N30-4330-000-014	WIENHOFF JASON K &
33	05-0931-000	042S30-6001-003-010	GEORGES GERTRUDE EST OF
34	12-3553-140	024N33-4400-005-300	ENGLISH YURMONICKE QUIVETTE
35	11-3331-523	141N31-1003-009-003	KING LONNIE CONSTRUCTION CO
36	13-3571-500	000S00-9020-003-087	TRAVELERS OF PENSACOLA I LLC
37	04-2472-100	461S30-2001-050-012	HALFORD JOHN S
38	05-2631-230	092S30-1000-103-008	EMERALD COAST REAL ESTATE INVE
39	05-2831-000	092S30-1100-000-173	GAINES CARERLEA & WILLIE B
40	06-2198-000	172S30-1600-501-050	HAYES MATTIE BELL
41	07-0544-295	342S30-0295-006-003	JOHNSON ANGEL MARIE
42	07-0544-300	342S30-0295-007-003	JOHNSON ANGEL MARIE
43	06-1040-000	172S30-1000-013-025	OWEN RICHARD
44	06-2155-000	172S30-1600-172-017	WILLIAMS VIOLA
45	13-3682-000	000S00-9020-231-097	COKER LUETISHA
46	08-1390-000	502S30-5090-020-003	JACKSON JOHN & WILLIAMS
47	07-0544-350	342S30-0295-017-003	JOHNSON ANGEL MARIE
48	07-0544-355	342S30-0295-018-003	JOHNSON ANGEL M
49	04-3860-615	481S30-8250-003-001	FAGERSTROM EMILE J III &
50	15-0635-000	000S00-9060-018-052	LYNCH CARRIE EST OF
51	13-3249-000	000S00-9020-063-049	WIGGINS GLORIA A
52	15-0781-000	000S00-9060-120-068	WRIGHT EDNA J &
53	13-3178-000	000S00-9020-022-044	BROOKS THERESA
54	15-0428-000	000S00-9060-009-034	THOMPSON W T EST OF
55	08-1866-000	502S30-6090-014-001	4 RUNNER PROPERTIES LLC

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
56	13-2338-000	000S00-9010-003-147	JENKINS RICHARD
57	13-1825-000	000S00-9010-020-084	CARTER MCNEAL ESTATE OF &
58	11-3964-030	161N31-1301-000-017	CLAY FINNA A
59	13-3645-000	000S00-9020-005-094	FOLSTON JULIA & CARSON
60	04-0882-150	391S30-1113-006-001	EMERALD COAST REAL ESTATE INVE
61	15-0888-000	000S00-9060-090-084	GUYTON THELMA G
62	05-1286-000	042S30-6003-007-001	TWO JACKS LLC
63	02-0803-000	111S30-1901-008-062	WILSON DONALD G
64	02-2132-000	171S30-1217-000-001	JOHNSON JESSEE J &
65	04-4075-000	491S30-5001-006-003	COOK FRANK C JR
66	05-1237-000	042S30-6001-050-035	HAYES HOWARD &
67	15-0224-000	000S00-9060-190-019	JONES EDNA MAE EST OF
68	13-2830-000	000S00-9020-091-022	HOWARD IDA MAE
69	11-3109-000	101N31-4101-020-018	CULP WILLER H
70	11-0142-004	141N30-1000-004-020	JONES JAMES A & TINA M
71	07-3205-000	362S30-1000-000-008	PRESCOTT CINDY A
72	13-3544-000	000S00-9020-010-084	EVANS MARY M
73	02-1635-000	121S30-7000-021-009	WOODS ERNEST C
74	02-1634-000	121S30-7000-020-009	WOODS ERNEST C
75	13-4028-000	000S00-9020-004-120	STEPHENS CASSANDRA
76	12-0450-000	262N31-1131-000-000	MASON WILLIE JR &
77	12-0373-192	212N31-1101-008-003	GULSBY JOHNNY R JR
78	11-0791-000	221N30-1100-031-009	CRUTCHFIELD TOMMY J & LOIS A
79	15-1858-000	000S00-9060-007-226	COOK CLINTON E
80	07-1867-000	342S30-1151-026-008	CRAIG BARRETT
81	06-2264-000	172S30-1600-135-134	WOODCOCK BARBARA KAREN
82	12-0309-335	142N31-4006-000-009	STANDBERRY ELMORE JR
83	08-1163-000	502S30-5060-043-001	HEISLER WINSTON V &
84	15-1495-000	000S00-9060-008-172	RIGSBY ZOLA
85	06-2140-000	172S30-1600-060-006	SPIRES FRANCES
86	05-2200-170	092S30-0550-000-035	JANSSEN ALLEN L
87	06-2104-000	172S30-1500-016-025	BLANTON SANDY ENTERPRISES INC
88	07-0573-730	342S30-0300-030-031	SHOFNER DAVID E & MYRA S
89	07-3564-000	362S30-3302-000-001	PAFFORD MARVIN C &
90	03-0407-000	221S30-5101-001-006	ROSE SARAH EST OF
91	11-2683-200	091N31-1000-272-003	RILEY JOHNNIE M
92	06-2513-500	182S30-3101-110-007	EAST FLOYD L EST OF &
93	05-2200-120	092S30-0550-000-010	JANSSEN ALLEN L
94	12-0792-500	392N31-3000-026-003	JONES ELOUISE
95	13-3225-000	000S00-9020-032-048	ROBINSON EDDIE AND WILLIE
96	13-3220-000	000S00-9020-011-048	SHEARS MARY E &
97	02-0803-000	111S30-1901-008-062	WILSON DONALD G
98	15-0848-000	000S00-9060-011-077	KNIGHT WESLEY
99	15-0563-000	000S00-9060-008-045	CUSHON HAGAR M EST OF 1/2 &
100	07-2840-410	352S30-5401-000-040	OWEN RICHARD W
101	12-1578-412	105N31-4100-001-006	SMITH MARC &
102	11-4068-000	171N31-1103-000-000	KLEINATLAND HERBERT W
103	12-1008-575	223N31-1204-000-000	LISENBY SAMUEL D & ELOISE H
104	09-0986-000	231S31-3201-016-001	ENGLISH OTIS J &
105	03-0436-000	231S30-1201-005-017	GULLEY LOUIS E & REBIE LEE
106	05-2200-168	092S30-0550-000-034	WALKER JAMES H
107	05-2200-162	092S30-0550-000-031	JANSSEN ALLEN L
108	05-2200-210	092S30-0550-000-055	JANSSEN ALLEN L & BRENDA
109	03-1601-000	271S30-3101-008-013	GARY LINDSEY
110	05-2200-152	092S30-0550-000-026	JANSSEN ALLEN L & BRENDA

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
111	05-2200-176	092S30-0550-000-038	JANSSEN ALLEN L & BRENDA
112	05-2200-150	092S30-0550-000-025	JANSSEN ALLEN L & BRENDA
113	05-2200-188	092S30-0550-000-044	WATSON NASHAWN K
114	05-2200-192	092S30-0550-000-046	JANSSEN ALLEN L & BRENDA
115	05-2200-200	092S30-0550-000-050	JANSSEN ALLEN L & BRENDA
116	05-2200-158	092S30-0550-000-029	JANSSEN ALLEN L & BRENDA
117	05-2200-198	092S30-0550-000-049	JANSSEN ALLEN L & BRENDA
118	06-1418-000	172S30-1300-007-045	COLEMAN THOMAS
119	06-0078-000	162S30-1001-045-005	WILLIAMS JOHN P & HESSIE E
120	05-2200-184	092S30-0550-000-042	JANSSEN ALLEN L & BRENDA
121	05-2200-182	092S30-0550-000-041	JANSSEN ALLEN L & BRENDA
122	05-2200-154	092S30-0550-000-027	JANSSEN ALLEN L
123	07-0525-100	342S30-0260-000-002	COILE ALAN S
124	08-3119-000	512S30-7061-001-023	RICHARDSON KATHLEEN A &
125	05-2200-156	092S30-0550-000-028	JANSSEN ALLEN L & BRENDA
126	05-2200-142	092S30-0550-000-021	JANSSEN ALLEN L
127	07-0461-040	342S30-0201-012-007	PEEK WILLENA EST OF
128	10-0443-100	352S31-1000-014-056	NOCON ALLEN &
129	08-0033-000	502S30-2510-000-000	RUTLEDGE CREOLA FLOWERS
130	08-4370-000	592S30-2700-003-038	MCKINNIES WILLIE MAE
131	13-3314-000	000S00-9020-011-055	HILDEBRAND HELEN H
132	15-0298-000	000S00-9060-100-024	BLANKENSHIP ROOSEVELT &
133	13-3805-000	000S00-9020-009-105	CAPE INVESTMENTS GROUP INC
134	03-0763-115	231S30-3500-003-001	CREEL W T & LAVADA
135	03-0819-000	231S30-4401-000-034	TAX CERTIFICATE REDEMPTIONS IN
136	13-2210-750	000S00-9010-160-134	JOHNSON DAVID L & BARBARA A
137	07-3589-000	362S30-3500-012-001	FRANCIS MARGARET L
138	09-3973-870	182S31-1102-000-002	TUCKER OLIVER &
139	06-1226-100	172S30-1300-001-009	NGUYEN MINH NGOR &
140	01-1824-000	101S29-3102-031-002	RIVERS WILLIE G & ALMEADIE
141	12-3986-525	265N33-2401-001-001	GARRETT MINNIE LOIS &
142	13-2376-000	000S00-9010-030-151	GRIER EDWINA T
143	02-1383-000	121S30-5409-000-008	TAX CERTIFICATE REDEMPTION INC
144	13-2549-000	000S00-9011-004-075	FAILS BESSIE LEE LIFE EST
145	10-1240-800	352S31-1000-028-162	AHMAD OSAMA
146	05-2224-000	092S30-0600-014-010	BETTIS LEROY & MARY F
147	10-0170-000	352S31-1000-024-025	CALLOWAY SANDRA C VAN MATRE
148	10-1240-700	352S31-1000-027-162	AHMAD OSAMA
149	10-0120-000	352S31-1000-018-016	MILLER MARY S LIFE EST
150	06-3755-000	332S30-1300-150-021	OWEN RICHARD W
151	02-1427-000	121S30-6106-000-003	TAX CERTIFICATE REDEMPTIONS IN
152	07-0573-729	342S30-0300-029-031	PRESSURE PLUS INC
153	05-1029-000	042S30-6001-021-017	THOMAS LILLIE EST OF
154	05-0916-000	042S30-6001-029-008	GILMORE HATTIE
155	10-1563-200	372S31-2000-000-003	ESTEBAN ENELITA LEGASPI
156	13-4073-000	000S00-9020-021-122	TAYLOR ROBERT 1/2 &
157	05-0962-500	042S30-6001-026-011	ROPER LARRY D & LETISHA B
158	13-4125-000	000S00-9020-018-125	SMITH JENNIE
159	03-0219-000	221S30-2401-004-016	JOHNSON ROBERT L EST OF
160	06-4226-000	332S30-4000-050-224	SMITH SHANNON C & SHELDT

The 2011 Florida Statutes

Title XIV TAXATION AND FINANCE

Chapter 197 TAX COLLECTIONS, SALES, AND LIENS

197.502 Application for obtaining tax deed by holder of tax sale certificate; fees.—

(1)The holder of a tax certificate at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the cancellation of the certificate, may file the certificate and an application for a tax deed with the tax collector of the county where the property described in the certificate is located. The tax collector may charge a tax deed application fee of \$75.

(2)A certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the property.

(3)The county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at \$5,000 or more on the property appraiser's most recent assessment roll, except deferred payment tax certificates, and may apply for tax deeds on certificates on property valued at less than \$5,000 on the property appraiser's most recent assessment roll. The application shall be made 2 years after April 1 of the year of issuance of the certificates or as soon thereafter as is reasonable. Upon application, the county shall deposit with the tax collector all applicable costs and fees as provided in subsection (1), but may not deposit any money to cover the redemption of other outstanding certificates covering the property.

(4)The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a)Any legal titleholder of record if the address of the owner appears on the record of conveyance of the property to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b)Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c)Any mortgagee of record if an address appears on the recorded mortgage.

(d)Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. 197.344(1)(c).

(e)Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector.

(f)Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g)Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h)Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, if the property described is submerged land or common elements of a subdivision and if the address of the titleholder of contiguous property appears on the record of conveyance of the property to the legal titleholder. However, if the legal titleholder of property contiguous to the property is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereign lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector or the tax collector's designee. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official

records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a)The tax collector may contract with a title company or an abstract company to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1.The ownership and encumbrance report must include the letterhead of the person, firm, or company that makes the search, and the signature of the individual who makes the search or of an officer of the firm. The tax collector is not liable for payment to the firm unless these requirements are met. The report may be submitted to the tax collector in an electronic format.

2.The tax collector may not accept or pay for any title search or abstract if financial responsibility is not assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3.In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector must ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b)Any fee paid for a title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c)The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as provided in s. 28.24.

(6)The opening bid:

(a)On county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the property, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) On an individual certificate must include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant, plus all tax certificates that were sold subsequent to the filing of the tax deed application and omitted taxes, if any.

(c)On property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead.

(7)On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the property that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. If the county does not elect to purchase the property, the county must notify each legal titleholder of property contiguous to the property available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

(8)Taxes may not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a)When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b)The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9)Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. 197.552, for each parcel of property shown on the tax certificate.

(10)Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11)For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. 197.447, cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372; s. 49, ch. 2011-151.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2435

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 517 Lynch Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Adopt the Resolution authorizing the conveyance of real property located at 517 Lynch Street, Account Number 07-1148-000, Reference Number 34-2S-30-0920-000-020, to Pensacola Habitat for Humanity, Inc.;
- B. Approve the sale price of \$13,330.14 for the 517 Lynch Street property;
- C. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- D. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- E. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

The County foreclosed on this property and received the Certificate of Title on March 8, 2012. The 517 Lynch Street property was approved for surplus and sale at the August 5, 2010 Board Meeting. The Property Appraiser's 2011 Certified Roll Assessment value for this property is \$6,175. The County does not have a need for this property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

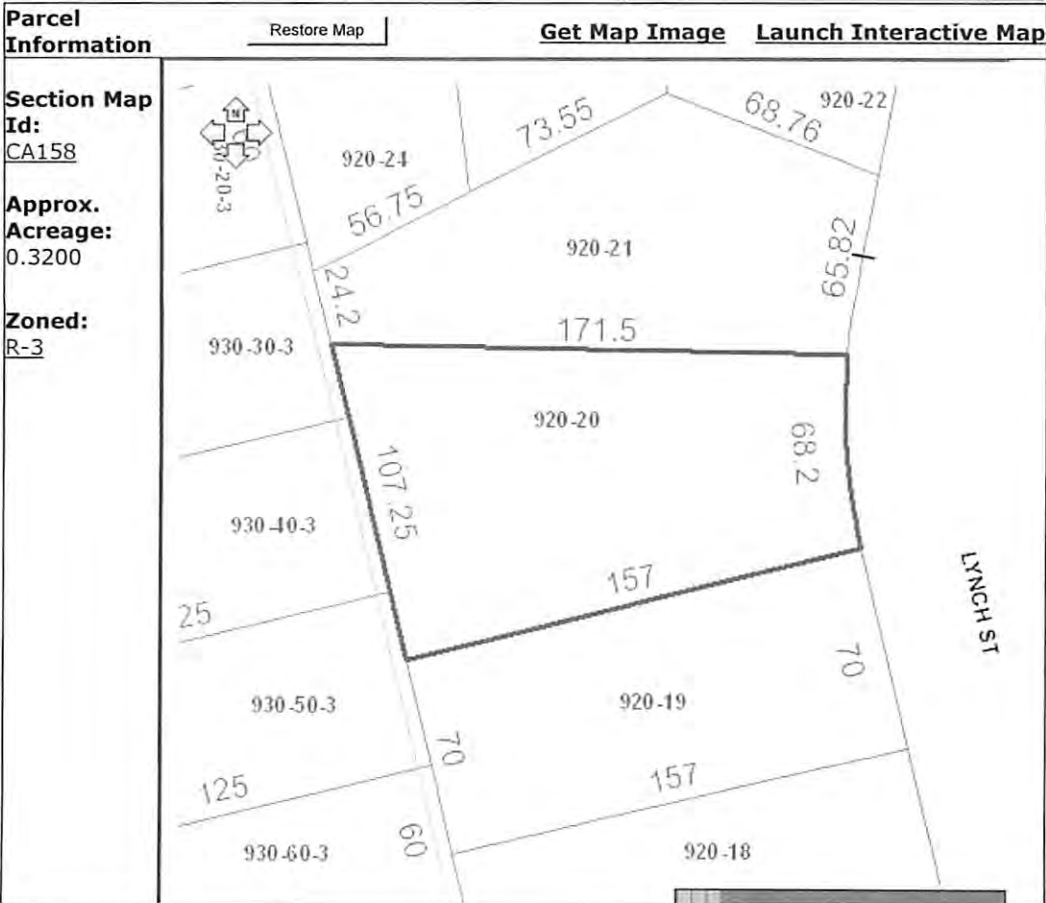
517 Lynch backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 342S300920000020 Account: 071148000 Owners: MCINTOSH TEMIKA M Mail: 4101 W NAVY BLVD # 7103 PENSACOLA, FL 32507-5706 Situs: 517 LYNCH ST 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$0 Land: \$6,175 Total: \$6,175 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																		
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>02/1997</td> <td>4103</td> <td>983</td> <td>\$12,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1984</td> <td>1863</td> <td>791</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/1997	4103	983	\$12,000	WD	View Instr	01/1984	1863	791	\$100	WD	View Instr	2011 Certified Roll Exemptions None Legal Description LT 20 PINE LANE PB 3 P 29 OR 4103 P 983 CA 158 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
02/1997	4103	983	\$12,000	WD	View Instr															
01/1984	1863	791	\$100	WD	View Instr															



Buildings
Images



4/10/03

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

Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



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

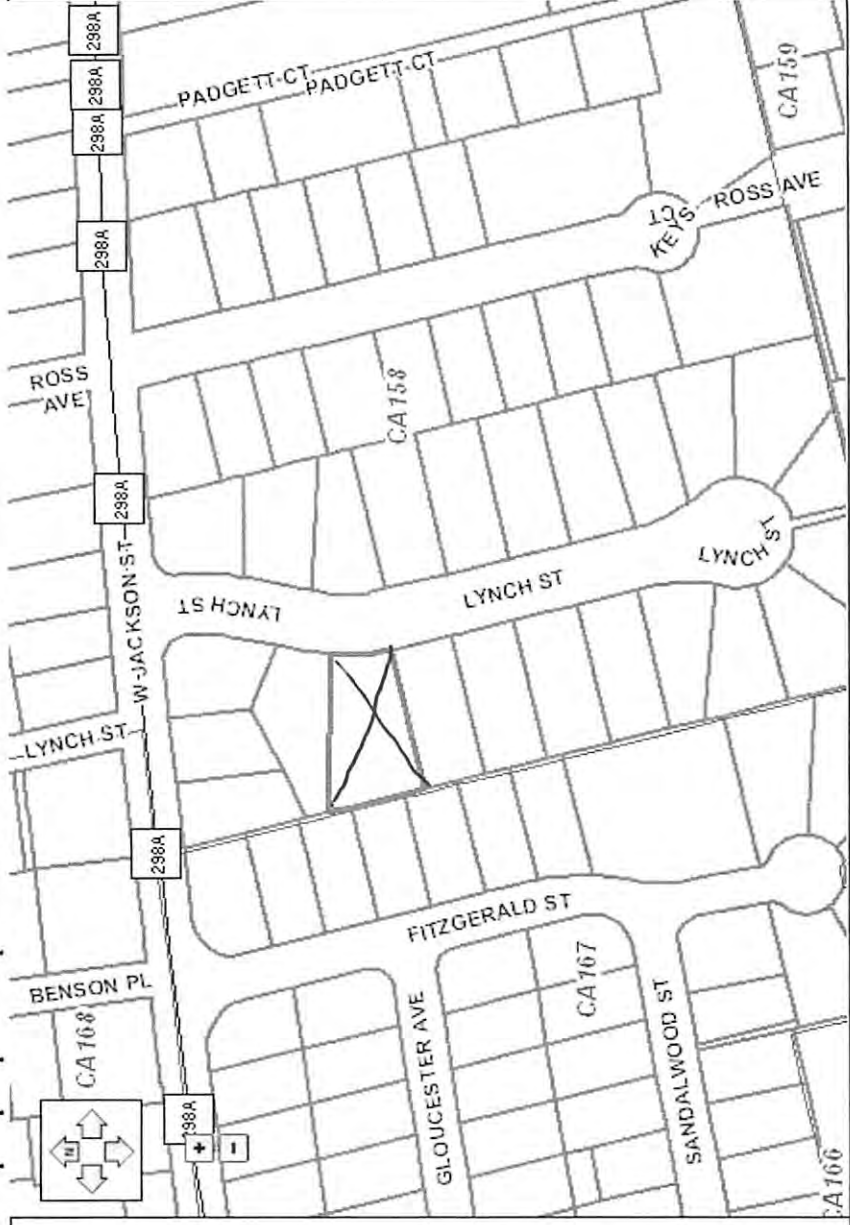
Reference: 34-2S-30-0920-000-020
Account: 07-1148-000
Section Map: CA158
Situs: 517 LYNCH ST
Subdivision:
PINE LANE PB 3 P 29
Owner: MCINTOSH TEMIKA M
Mailing Address:
4101 W NAVY BLVD # 7103
PENSACOLA, FL 32507-5706
Last Sale: 2/1997, \$12,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.3200
Building Count: 0
Total Heated Area: 0
Zoned: R-3

Include radius in selection (5280 ft max)

ft
Radius is used only with single parcel selection

Lookup Options: Auto Select
Reference Nbr: Lookup Results

Ex: 012N334444555666



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

CASE NO. 2010 CA 002890

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE
Plaintiff

VS.

TEMIKA M MCINTOSH ; UNKNOWN SPOUSE OF TEMIKA M MCINTOSH ; JERRY T
CRABTREE ; UNKNOWN OCCUPANT A ; UNKNOWN OCCUPANT B
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been
executed and filed in this action on February 09, 2012, for the property described herein and that no objections to
the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**Lot 20, PINE LANE SUBDIVISION, a subdivision of a portion of Section 34, Township 2
South, Range 30 West, according to plat of said subdivision recorded in Plat Book 3, at
Page 29, of the Public records of Escambia county, Florida.**

was sold to ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 5 day of March, 2012



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Cherilyn
Deputy Clerk

Case: 2010 CA 002890

00038004118

Dkt: CA1173 Pg#: 1

1000

39

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Thirteen Thousand Three Hundred Thirty Dollars and Fourteen Cents (\$13,330.14), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: John West
Title: Asst. County Attorney
Date: April 3, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

Lot 20, PINE LANE SUBDIVISION, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, according to plat of said subdivision recorded in Plat Book 3, at Page 29, of the public records of Escambia County, Florida.

WHEREAS, the Board of County Commissioners approved the sale to Buyer at a duly advertised meeting on _____ 2012; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Thirteen Thousand Three Hundred Thirty Dollars and Fourteen Cents (\$13,330.14) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence

of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the

Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the

Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or

assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent

of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Katheryn Y. Fulchino, Contract Manager for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

3. Authorizing foreclosure, based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 517 Lynch Street, Account Number 07-1148-000, Reference Number 34-2S-30-0920-000-020; the current assessed value is \$6,175.00:

- A. Code Enforcement Lien recorded in Official Records Book 5716, at Page 82, in the amount of \$12,170.14;
- B. Code Enforcement Lien recorded in Official Records Book 6200, at Page 1055, in the amount of \$1,182.50; and
- C. Nuisance Abatement Lien recorded in Official Records Book 6529, at Page 574, in the amount of \$415.82.00.

4. Taking the following action regarding surplus and sale of real property located at 1211 Border Street, due to the failure of the successful bidder to close on the property:

- A. Rescinding the Board's action of February 18, 2010, taking the following action concerning the surplus and sale of real property located at 1211 Border Street:
 - (1) Declaring surplus the Board's real property, Account Number 07-0661-000, Reference Number 34-2S-30-0460-012-046;
 - (2) Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$3,107, without further action of the Board; and
 - (3) Authorizing the Chairman to sign all documents related to the sale;
- B. Declaring the bidder in default, retain the bid deposit, and authorize the property to be re-advertised;
- C. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,107, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- D. Authorizing the Chairman to sign all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2398

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Acceptance of a Right-of-Way Easement on Johnson Avenue from West Florida Regional Medical Center, Inc.

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Right-of-Way Easement on Johnson Avenue from West Florida Regional Medical Center, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acceptance of a Right-of-Way Easement on Johnson Avenue from West Florida Regional Medical Center, Inc.:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a Right-of-Way Easement (approximately 0.04 acres) from West Florida Regional Medical Center, Inc., 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 easement is being acquired for governmental use, to facilitate the replacement of a bridge and improvements, and the County benefits from the acceptance of the right-of-way easement because it will allow necessary improvements for the bridge and road system, which will enhance 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 Right-of-Way Easement as of the day of delivery of the Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The portion of Johnson Avenue between University Parkway and Davis Highway has a bridge crossing which has to be replaced. Due to the limited right-of-way on this portion of Johnson Avenue, and to facilitate the bridge replacement project, the County needs to acquire additional property where the bridge is located. West Florida Regional Medical Center, Inc., owns all the property along the south side of Johnson Avenue. Staff has been in discussions with West Florida Regional Medical Center, Inc., who has agreed to donate a Right-of-Way Easement to the County for the bridge replacement project. West Florida Regional Medical Center, Inc.,

requested the use of the Right-of-Way Easement document instead of a deed of conveyance. Board approval is required for acceptance of the easement.

BACKGROUND:

The portion of Johnson Avenue between University Parkway and Davis Highway has a bridge crossing which has to be replaced. Due to the limited right-of-way on this portion of Johnson Avenue, and to facilitate the bridge replacement project, the County needs to acquire additional property where the bridge is located. West Florida Regional Medical Center, Inc., owns all the property along the south side of Johnson Avenue. Staff has been in discussions with West Florida Regional Medical Center, Inc., who have agreed to donate a Right-of-Way Easement to the County for the bridge replacement project. West Florida Regional Medical Center, Inc., requested the use of the Right-of-Way Easement document instead of a deed of conveyance. Board approval is required for acceptance of the easement.

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 Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on March 28, 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 West Florida Regional Medical Center staff.

Attachments

Utility Easement_Johnson Ave

Map_Utility Easement_Johnson Ave

This document was prepared by:
Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT (“Agreement”) is made this _____ day of _____ 2012, by and between West Florida Regional Medical Center, Inc., formerly known as West Florida Hospital, Inc., a Florida for profit corporation, whose address is One Park Plaza, Nashville, Tennessee 37203 (“Grantor”) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida, more particularly described in the attached Exhibit A such property being further depicted as the “Proposed Easement Area” on the attached Exhibit B (the “Easement Area”); and

WHEREAS, Grantee desires an easement over and across the Easement Area in connection with its replacement of the Johnson Avenue Bridge as well as a temporary easement over the Easement Area for the purpose of constructing such replacement bridge;

NOW, THEREFORE, for and in consideration of the Sum of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant and deliver unto Grantee, a temporary easement for the purpose of constructing, paving, replacing, inspecting, removing, and repairing the Johnson Avenue Bridge and associated public facilities on and over the Easement Area, together with all rights and privileges necessary to accomplish the foregoing purposes (the “Temporary Construction Easement”). The Temporary Construction Easement shall burden the Easement Area and run with the land for a period of two (2) years.

2. Further, Grantor does hereby grant and deliver unto Grantee a perpetual easement for the purpose of locating, maintaining, inspecting and using a bridge and associated public facilities on and over the Easement Area, together with all rights and privileges necessary to accomplish the foregoing purposes (the “Perpetual Easement”).

3. Subject to applicable law, Grantee hereby assumes all risk of damage to property or injury to persons in, upon or about the Easement Area from any cause other than Grantor’s gross negligence or intentional misconduct (or that of its agents).

4. Grantee shall be responsible for day-to-day normal and customary maintenance of the Easement Area and any improvements constructed thereon by Grantee.

5. Grantor covenants that it is lawfully seized and possessed of the Easement Area and that it has good and lawful right to convey the same. Grantor shall retain the right to engage in any activities on, over, across or below the Easement Area which do not unreasonably interfere with Grantee's exercise of the Temporary Construction Easement or the Perpetual Easement.

6. Grantee shall promptly discharge (or cause to be discharged) all liens on the Easement Area arising out of or connected with any construction, maintenance, or any other activities of Grantee on the Easement Area.

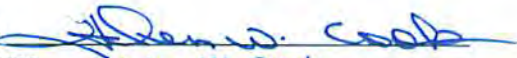
7. This Agreement shall not be assigned in whole or in part without the prior written consent of Grantor. Any assignment of this Agreement or the rights granted hereunder made either in whole or in part without the prior written consent of Grantor shall be void and without legal effect.


8. Grantee shall bear all costs of recording this Agreement.

9. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever, except as may be expressly stated to the contrary herein.

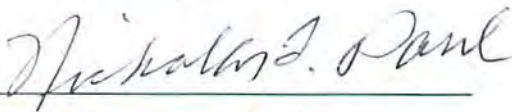
IN WITNESS WHEREOF, Grantor has executed this Agreement on the date first written above.

Signed, sealed and delivered
in the presence of:

Witness 
Print Name Helen W. Cook

Witness 
Print Name Austin R. Barnett

GRANTOR:
West Florida Regional Medical Center,
Inc., a Florida corporation

By: 
Nicholas L. Paul
Print or Type Name
Title: Vice President

Tennessee
STATE OF FLORIDA
COUNTY OF ESCAMBIA Davidson

The foregoing instrument was acknowledged before me this 9th day of March, 2012, by Nicholas L. Paul as Vice President of West Florida Regional Medical Center, Inc. He/She (✓) is personally known to me, or () has produced current as identification.

(Notary Seal)



Helen W. Cook
Signature of Notary Public

Helen W. Cook
Printed Name of Notary Public

My Commission Expires
March 3, 2014

ACCEPTANCE

This Right-of-Way Easement is 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 COMMISSIONERS
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 SB West
Title Asst. County Attorney
Date March 28, 2012

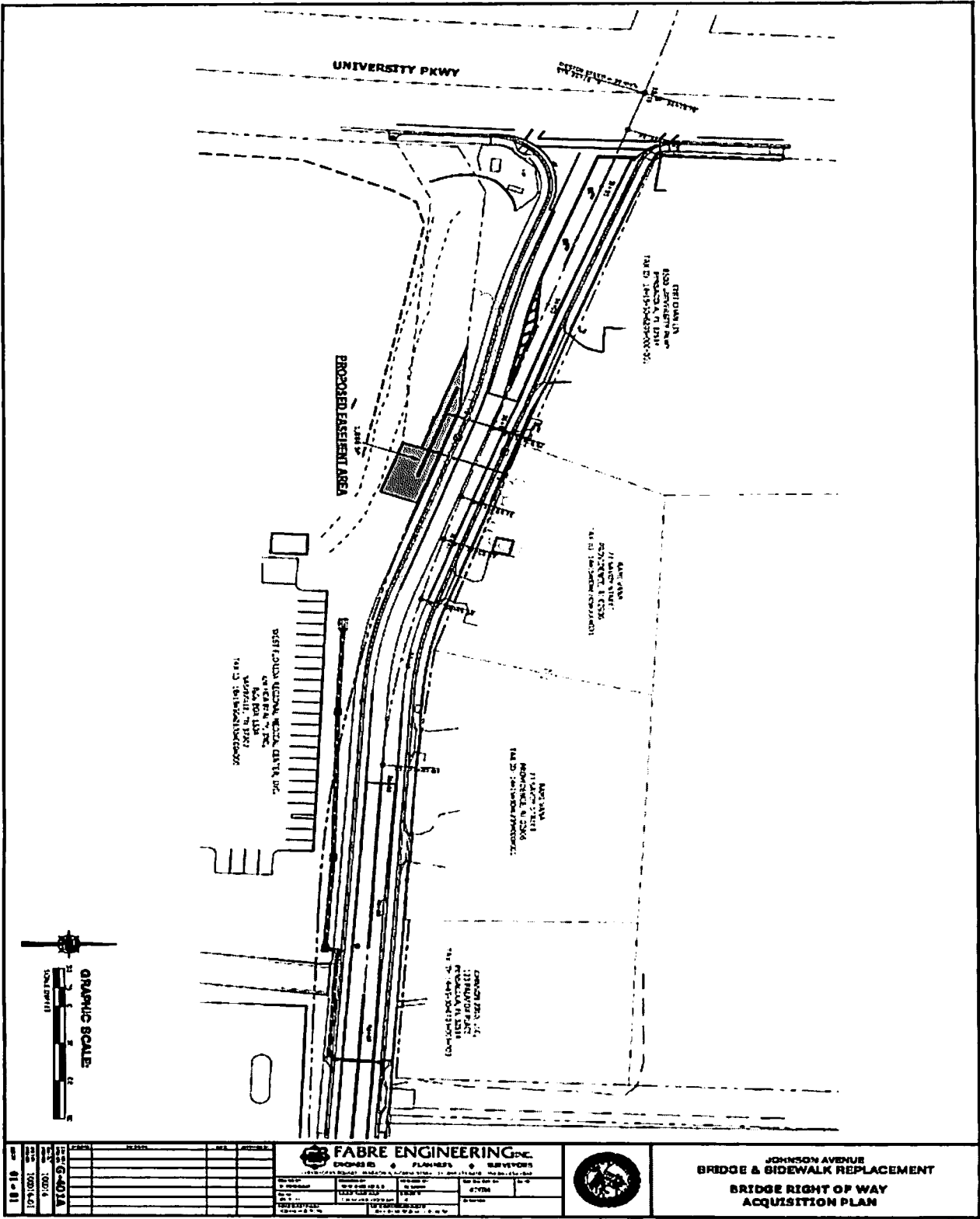
Exhibit "A"

A Portion of Parcel 18-1S-30-2101-000-000 as follows:

Commence at the intersection of the East right-of-way line of University Parkway (100' R/W) and the North line of Section 18, T1S, R30W, Escambia County, FL, thence departing said north line, proceed N3°55'49" along said East right-of-way line 43.85 feet, thence proceed N63°53'33"E for 40.53 feet to the south line of the maintained right-of-way for Johnson Avenue (Right of Way varies), thence proceed S84°21'59" E for 124.31 feet to the Point of Beginning. Thence proceed S84°21'59"E for 49.99 feet, thence proceed S69°24'52"E for 75.26 feet to a point of curvature, concave to the north, having a radius of 1062.71 feet, a central angle of 18°10'37", chord distance of 5.30 feet, chord bearing of S69°30'00" E, thence proceed along the arc of said curve 5.30 feet, thence departing said south right-of-way line, thence proceed S20°28'13" W for 25.81 feet, thence proceed N69°09'59" W for 41.62 feet, thence proceed N18°45'11" E for 12.71 feet, thence proceed N69°24'52" W for 86.87 feet to the point of beginning.

Lying in and being a portion of Section 18, T1S, R30W, Escambia County, FL, containing 0.04 acres more or less.

Exhibit "B"



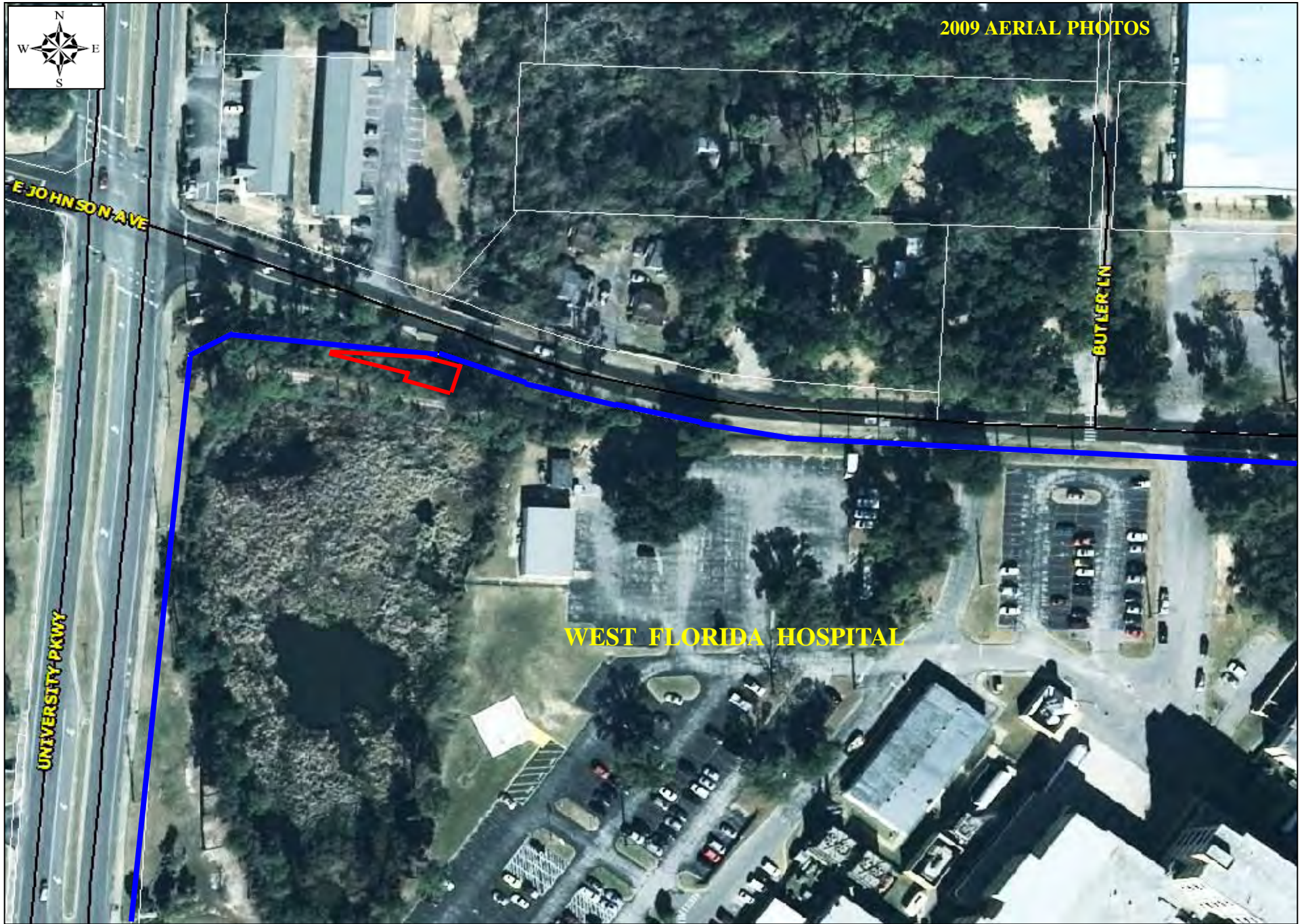
DATE	10/20/05	BY	WJL	PROJECT NO.	
NO.		REV.			
1					
2					
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**JOHNSON AVENUE
 BRIDGE & SIDEWALK REPLACEMENT
 BRIDGE RIGHT OF WAY
 ACQUISITION PLAN**

PROPOSED RIGHT-OF-WAY ACQUISITION / JOHNSON AVENUE



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 4

 PROPOSED EASEMENT AREA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2391

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Acceptance of a Utility Easement from Warrington Volunteer Fire Department, Inc.

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Utility Easement from Warrington Volunteer Fire Department, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acceptance of a Utility Easement from Warrington Volunteer Fire Department, Inc., for the Escambia County Sheriff's Warrington Substation:

- A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acceptance of a Utility Easement (approximately 0.08 acres) from Warrington Volunteer Fire Department, Inc., 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 easement is being acquired for governmental use, which is to provide utility service to the Escambia County Sheriff's Warrington Substation, and the County benefits from the acceptance of the utility easement because it will facilitate 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 Utility Easement as of the day of delivery of the Utility Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Escambia County recently entered into a Lease Agreement with The School Board of Escambia County for an acre of property located at the southwest corner of the Warrington School property to facilitate the construction of a substation in the Warrington area for the Escambia County Sheriff's Office. The substation lease area lies north of and abuts the Warrington Volunteer Fire Department property. Construction design indicates the need for a utility easement across the Fire Department property to provide service from Barrancas Avenue.

Warrington Volunteer Fire Department, Inc., is willing to grant a utility easement (approximately

0.08 acres) to the County in order to facilitate this project. Board approval is required for acceptance of the easement.

BACKGROUND:

Escambia County recently entered into a Lease Agreement with The School Board of Escambia County for an acre of property located at the Southwest corner of the Warrington School property to facilitate the construction of a substation in the Warrington area for the Escambia County Sheriff's office. The sub-station lease area lies north of and abuts the Warrington Volunteer Fire Department property. Construction design indicates the need for a utility easement across the Fire Department property to provide service from Barrancas Avenue.

Warrington Volunteer Fire Department, Inc. is willing to grant a utility easement (approximately 0.08 acres) to the County in order to facilitate this project. Board approval is required for acceptance of the easement.

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 Utility Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on March 27, 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 John Sims, Fire Coordinator, Public Safety Department.

Attachments

Utility Easement

Aerial Map

This document was prepared by:
Judy Cantrell
Escambia County Public Works Department
Engineering Department (R.E.A.D)
3363 W. Park Place
Pensacola, Florida 32505

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

UTILITY EASEMENT

THIS GRANT OF EASEMENT is made this 15th day of March 2012, by and between **The Warrington Volunteer Fire Department, Inc.**, whose address is 20 Navy Boulevard, Pensacola, FL 32507 (Grantors) 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 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners and have the right to convey an easement over the real property described below (the Property), located in Escambia County, Florida; and

“LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”

WHEREAS, Grantors propose to permit various providers of utility services, both public and private, to install, operate, and maintain utility systems over and across the Property; and

WHEREAS, Grantors have agreed to grant an easement to Grantee and Grantee has agreed to accept an easement over and across the Property under the terms and conditions set forth herein;

NOW, THEREFORE, Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, grant to Grantee and its successors and assigns a permanent easement over and across the Property described on the attached Exhibit A for the purpose of installing utility systems and all related facilities and equipment, together with the right to lay, bury, construct, operate, maintain, remove, and repair such utility systems from time to time, and all rights and privileges necessary or convenient for the full enjoyment and use of the easement, including the right of ingress and egress.

GRANTORS, for themselves, their successors and assigns, hereby covenant that no building or other permanent structure shall be erected over or upon the easement area. Improvements that may be easily removed, such as paving, may be installed with the prior written permission of Grantee.

GRANTORS further covenant with Grantee that they are lawfully seized and possessed of the Property, and that they have good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantors have executed this document on the date first written above.

Signed, sealed and delivered in the presence of:

THE WARRINGTON VOLUNTEER FIRE DEPARTMENT, INC.

Witness Candy Meneses
Print Name Candy meneses

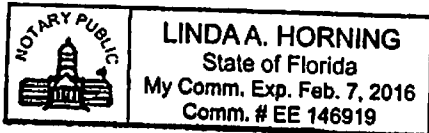
By: Charles O Virginia
CHARLES O VIRGINIA JR

Print or Type Name
Title: President of Board

Witness Linda A Horning
Print Name LINDA A HORNING

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of March, 2012, by Charles O. VIRGINIA JR as President of Board of The Warrington Volunteer Fire Department, Inc.. He/ She () is personally known to me, () or has produced current FLDL as identification.



Linda A Horning
Signature of Notary Public

LINDA A HORNING
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Utility 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 the _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

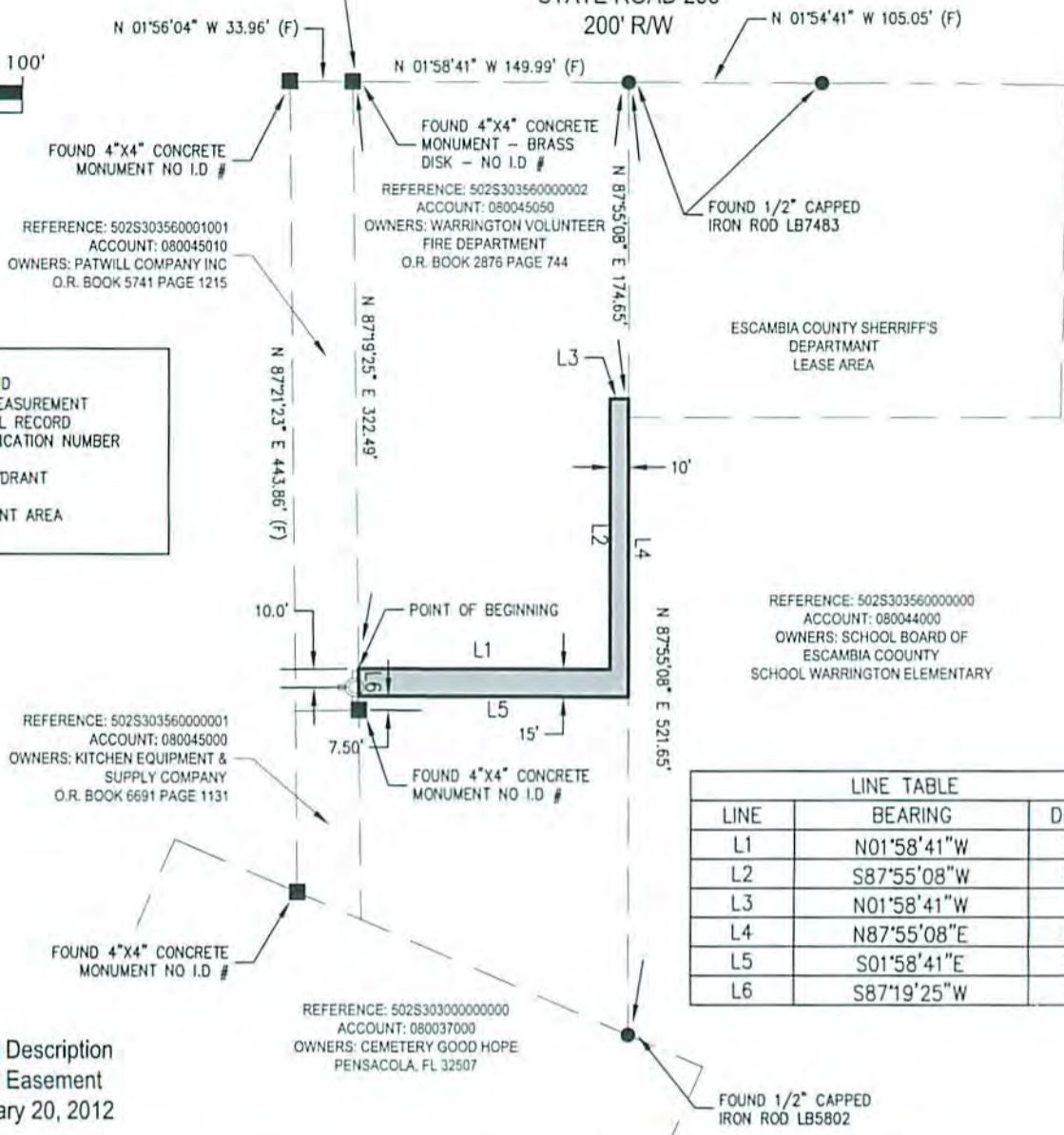
This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date March 27, 2012

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



POINT OF COMMENCEMENT
NAVY BOULEVARD
STATE ROAD 295
200' R/W



LEGEND

(F) = FIELD MEASUREMENT
O.R. = OFFICIAL RECORD
I.D.# = IDENTIFICATION NUMBER

= FIRE HYDRANT
 = EASEMENT AREA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°58'41"W	136.64
L2	S87°55'08"W	147.82
L3	N01°58'41"W	10.00
L4	N87°55'08"E	162.82
L5	S01°58'41"E	146.48
L6	S87°19'25"W	15.00

Legal Description
Utility Easement
January 20, 2012

A non-exclusive easement for utilities lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of that parcel of land recorded in Official Records Book 2876 at page 744 of the public records of said County, thence proceed North 87°19'25" East along the south line of said parcel for a distance of 322.49 feet to the **Point of Beginning**; thence proceed North 01°58'41" West for a distance of 136.64 feet; thence proceed South 87°55'08" West for a distance of 147.82 feet; thence proceed North 01°58'41" West for a distance of 10.00 feet to the North line of the aforesaid parcel of land; thence proceed North 87°55'08" East along said North line 162.82 feet; thence South 01°58'41" East for 146.48 feet to the South line of the aforesaid parcel; thence South 87°19'25" West along said South line for 15.00 feet to the **Point of Beginning**, containing 0.084 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 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 87°19'25" EAST ALONG THE SOUTH LINE OF PARCEL RECORDED IN OFFICIAL RECORD BOOK 2876 AT PAGE 744 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: C.S.R.	Project No.: 20120002	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505		
Survey Date: 01/11/2012	Drawing No. L-4925			
Drawing Date: 01/23/2012	Field Book: 508 Page:42			
Section, Township, Range:	50, T-2-S, R-30-W			
Type of Survey: Legal Description and Sketch	Sheet No. 1 of 1			
Revisions:	Date:			

R.S. Colocada 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\NAVY BOULEVARD\20120002




WARRINGTON VOLUNTEER FIRE DEPARTMENT

UTILITY EASEMENT



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 02/14/12 DISTRICT 2

-  Utility Easement
-  Warrington Volunteer Fire Department
-  Sheriff's Department / Warrington Precinct



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2388

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Change Order to Panhandle Grading and Paving, Inc. on Contract PD 10-11.057 "2nd Street Widening/Drainage Project"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Change Order to Panhandle Grading and Paving, Inc.. on Contract PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Infrastructure Branch/Engineering
Type:	Addition
Amount:	\$71,627.11
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	2nd Street
Contract:	PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage"
PO No.:	111480
Change Order No.:	1
Original Award Amount:	\$612,609.40
Cumulative Amount of Change Orders through this CO:	\$ 71,627.11
New Contract Total:	\$684,236.51

Meeting in regular session on August 18, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage" to Panhandle Grading and Paving, Inc., for the Base Bid and Alternates 1 and 2, for a total amount of \$612,609.40. The original scope consisted of construction of paved shoulders and drainage system upgrades along 2nd Street, from Interbay Avenue north to Barrancas

Avenue (SR 292), and along Interbay Avenue, from 2nd Street west to Navy Boulevard (SR 298). Alternate #1 is upgrading the previously-designed stormwater system along 2nd Street to include upgrades of previously-designed drainage basins to the Florida Department of Transportation Type "C" inlets and perforated underdrains to 18" RCP (reinforced concrete pipe). Alternate #2 consists of improvements to the existing drainage facilities in certain areas along 2nd Street, from the Winthrop Avenue intersection south to the Interbay Avenue intersection, in addition to resurfacing and widening of the roadway, culvert extensions, headwall construction, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, etc.

This Change Order, in the amount of \$71,627.11, is an additive/deductive Change Order to cover the cost of additional items, quantities not covered in original bid, and construction revisions, including modifications required due to unforeseen utility conflicts encountered in the installation of the storm system. Redesign of road and drainage construction was required.

In accordance with Escambia County Code of Ordinances, Chapter 46-86, Amendments/Changes After Award, Board approval is required to award Change Orders that have reached or exceeded \$50,000.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 11EN1112, "2nd Street"]

BACKGROUND:

Meeting in regular session on August 18, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057 "2nd Street Widening and Repaving/Area Drainage" to Panhandle Grading and Paving, Inc. for the Base Bid and Alternates 1 and 2, for a total amount of \$612,609.40. The original scope consisted of construction of paved shoulders and drainage system upgrades along 2nd Street, from Interbay Avenue north to Barrancas Avenue (SR 292), and along Interbay Avenue, from 2nd Street west to Navy Boulevard (SR 298). Alternate #1 is upgrading the previously designed stormwater system along 2nd Street to include upgrades of previously designed drainage basins to FDOT Type C inlets and perforated underdrains to 18" RCP. Alternate #2 consists of improvements to the existing drainage facilities in certain areas along 2nd Street from the Winthrop Avenue intersection south to the Interbay Avenue intersection, in addition to resurfacing and widening of the roadway, culvert extensions, headwall construction, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, etc.

This change order, in the amount of \$71,627.11, is an additive/deductive change order to cover the cost of additional items, quantities not covered in original bid, and construction revisions, including modifications required due to unforeseen utility conflicts encountered in the installation of the storm system. Redesign of road and drainage construction was required.

In accordance with Escambia County Code of Ordinances Chapter 46-86, Amendments/Changes After Award, Board approval is required to award Change Orders that have reached or exceeded \$50,000.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 11EN1112, "2nd Street".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Spreadsheet CO

Board Action 081711

2nd Street Widening Drainage
 Contract PD 10.11.057

Change Order #1
 Contractor - Panhandle

Purpose of Change Order Item Increase/Deduction:

Section	Number	Description	Quantity	Units	Unit Price	Extension	
Deductions:							
	7	Saw cut Existing Asphalt	-458	LF	\$1.75	(\$801.50)	Item/quantity not used in contract
	8	Mill Existing Asphalt - 1" Thickness, over 1500sy	-847	SY	\$1.45	(\$1,228.15)	Item/quantity not used in contract
	22	Relocate Traffic Signs	-10	EA	\$100.00	(\$1,000.00)	Item/quantity not used in contract
	23	Reflective Pavement Markers	-2	EA	\$6.80	(\$13.60)	Item/quantity not used in contract
	24	BIKE LANE Signs	-8	EA	\$175.35	(\$1,402.80)	Item/quantity not used in contract
	25	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	-5	EA	\$498.00	(\$2,490.00)	Item/quantity not used in contract
	28	18" RCP Pipe, 0'-6" depth, over 60lf	-84	LF	\$37.00	(\$3,108.00)	Item/quantity not used in contract
	40	Readjust Water Meter	-22	EA	\$75.00	(\$1,650.00)	Item/quantity not used in contract
	41	Relocate Water Meter	-1	EA	\$450.00	(\$450.00)	Item/quantity not used in contract
	52	Provide Fill Along Road Shoulder (Truck Measures)	-8	LS	\$15.00	(\$120.00)	Item/quantity not used in contract
	53	Seed & Mulch Road Shoulders	-1640	SY	\$0.25	(\$410.00)	Item/quantity not used in contract
	71	18" RCP Pipe, 6'-12" depth, less than 60lf	-37	LF	\$48.00	(\$1,776.00)	Item/quantity not used in contract
	89	Excavation (fill)	-0.45	LS	\$2,800.00	(\$1,260.00)	Item/quantity not used in contract
						\$0.00	
						\$0.00	
					Subtotal=	(\$15,710.05)	
Additions:							
	1	Performance Bond	1	LS	\$1,440.00	\$1,440.00	
	3	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	881	SY	\$7.20	\$4,903.20	Additional quantities not covered in original bid
	4	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	354	SY	\$4.35	\$1,539.90	Additional quantities not covered in original bid
	5	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place	168	SY	\$6.00	\$1,008.00	Additional quantities not covered in original bid
	6	Remove Existing Asphalt	63	CF	\$2.00	\$125.16	Additional quantities not covered in original bid
	10	Remove Curb	200	LF	\$10.00	\$2,000.00	Additional quantities not covered in original bid
	11	4" Concrete Driveway, FDOT Index 515, over 100sy	460	SY	\$31.50	\$14,490.00	Additional quantities not covered in original bid
	14	Remove Existing 4" Concrete	100	SY	\$5.85	\$585.00	Additional quantities not covered in original bid
	15	Flowable fill, less than 20cy	3	CY	\$305.00	\$915.00	Additional quantity not planned
	20	Thermoplastic Stop Bar	110	LF	\$5.25	\$577.50	Additional quantities not covered in original bid
	30	Pipe Removal, 6"-30", over 60lf	93	LF	\$8.40	\$791.20	Additional quantities not covered in original bid
	32	Construct Concrete Cap on Existing Pipe	2	EA	\$350.00	\$700.00	Additional quantities not covered in original bid
	39	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar	11	EA	\$600.00	\$6,600.00	Additional quantities not covered in original bid
	48	12" Stabilized Subgrade, County Spec 2300, over 1000sy	631	SY	\$2.00	\$1,262.00	Additional quantities not covered in original bid
	47	6" Graded aggregate Base Min LBR 100 at 100% Modified Proctor, County Spec 2400, over 1000sy	631	SY	\$14.20	\$8,960.20	Additional quantities not covered in original bid
	54	Relocate existing standard mailbox	30	EA	\$58.00	\$1,740.00	Additional quantities not covered in original bid
	29	14" X 23" ERCP Pipe, 6'-12" depth, less than 60lf	120	LF	\$44.00	\$5,280.00	Additional quantities due to plan revision
	66	Lateral Pavement Patch as per County Detail (Full Depth Asphalt)	36	SY	\$75.00	\$2,700.00	Additional quantities due to plan revision
	78	Ditch Bottom Inlet, Type C, FDOT Index 232 (0'-6" deep)	1	EA	\$2,400.00	\$2,400.00	Additional quantities due to plan revision
	New Add Item	3 5/8" Speed Table, include White Speed Table Markings as per MUTCD Figure 3B-30, Option A and Figure 3B-31 (EA)	5	EA	\$4,365.00	\$21,825.00	Added Item not in contract due to plan revision
	New Add Item	3' Wide Concrete Valley Gutter	50	LF	\$18.10	\$905.00	Added Item not in contract due to plan revision
	New Add Item	Cut Slot in two inlets	2	EA	\$400.00	\$800.00	Added Item not in contract due to plan revision
	New Add Item	Concrete flume from bubble up to seawall	1	LS	\$550.00	\$550.00	Added Item not in contract due to plan revision
	New Add Item	Concrete Overflow from Inlet 15A to Inlet 16	1	LS	\$550.00	\$550.00	Added Item not in contract due to plan revision
	New Add Item	Remove and Replace Bollards	2	EA	\$600.00	\$1,200.00	Added Item not in contract
	New Add Item	De-mobilization	1	LS	\$1,500.00	\$1,500.00	Due to Engineer redesign of storm system
	New Add Item	Re-mobilization	1	LS	\$2,000.00	\$2,000.00	Due to Engineer redesign of storm system
					Subtotal=	\$87,337.16	
					TOTAL=	\$71,627.11	

*Calculations
 verified
 3-27-2012
 RJ Lambert*

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-34. Approval of Various Consent Agenda Items – Continued

6. Adopting the Resolution (*R2011-123*) approving Supplemental Budget Amendment #270, Master Drainage Basin Fund (181), in the amount of \$48,706, to recognize insurance proceeds received for damage to a concrete ditch on Jack's Branch Road and funds collected from the Oak Hills Subdivision developer, and to appropriate these funds into the proper Master Drainage Basin Fund Cost Centers.
7. Awarding a Contract to P Brown Builders, LLC, in the Base Bid amount of \$385,175, plus bid Alternate #2, in the amount of \$21,865, and bid Alternate #4, in the amount of \$42,000, for a total Contract award of \$449,040, for the Morris Court Improvement Project, PD 10-11.058 (Funding: Fund 129, Neighborhood Stabilization Program 3 [NSP3], Cost Center 220507, Object Code 58301).
8. Authorizing the Chairman to execute the following Agreements previously awarded by the Board on August 4, 2011: "Custodial Services for County Buildings," PD 10-11.049; "Gasoline and Diesel Fuel," PD 10-11.059; and "Security Services for Various County Buildings," PD 10-11.043.
9. Awarding Contract PD 10-11.055 to Gentry & Associates, LLC, for State lobbying services for Escambia County, for a period of 36 months, beginning on January 1, 2012, for an annual amount of \$60,000, and authorizing the Chairman to execute the *Agreement for Lobbyist Services for Escambia County, Florida PD 10-11.055* (Funding: Fund 001, General Fund, Cost Center 110201).
10. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage," to Panhandle Grading & Paving, Inc., for the Base Bid and Alternates 1 and 2, for a total amount of \$612,609.40 (Funding: Fund 110, Other Grants and Projects, Cost Center 210516, Object Code 56301, *[in the amount of]* \$550,000.00; Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 11EN112, *[in the amount of]* \$62,609.40).
11. Adopting the Resolution (*R2011-124*) approving Supplemental Budget Amendment #262, Misdemeanor Probation Fund (114), in the amount of \$15,000, to recognize proceeds from an insurance reimbursement and locker rentals and to appropriate these funds for probation-related operating expenses in the Corrections Department.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1209 County Administrator's Report Item #: 11. 10.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 08/18/2011
Issue: 2nd Street Widening and Repaving/Area Drainage
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

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

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

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

BACKGROUND:

Bids were received from four contractors on July 20, 2011. Panhandle Grading & Paving, Inc. being the lowest Responsive and Responsible bidder received.

Base

This L.A.P. project consists of the construction of paved shoulders and drainage system upgrades along 2nd Street, from Interbay Avenue north to Barrancus Avenue (SR-292), and along Interbay Avenue, from 2nd Street west to Navy Boulevard (SR-298), in Pensacola, Florida. The project length is approximately 1 mile. The project will include work associated with the construction of paved shoulders such as: existing storm pipe removal and replacement, inlet construction, stormwater pollution prevention, seed and mulch, pavement striping, etc. (see plans for complete list of quantities).

Alt #1

The purpose of Alternate #1 is to upgrade the previously designed stormwater system along 2nd Street in conjunction with the construction of the 2nd Street Road Improvement Project. Alternate #1 is limited to the upgrades of previously designed drain basins to FDOT Type C inlets and perforated underdrains to 18" RCP. All other construction is to remain the same as the Base Plans for 2nd Street Road Improvement Project.

Alt #2

Alternate #2 consists of improvements to the existing drainage facilities in certain areas along 2nd Street from the Winthrop Avenue intersection south to the Inter-Bay Avenue intersection

(see plans for complete list of quantities). Project will include other work associated with the resurfacing and widening of the roadway such as culvert extensions, headwall construction, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: 2nd Street Widening and Repaving/ Area Drainage										
		ITB# PD 10-11.057										
Bid Opening Time: 3:15 p.m., CDT Bid Opening Date: 7/20/11 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Transactions & Conveyances Corporation ID	Bid Bond/ Check	Acknowledgment of Addendums	Certificate of Inc.	Alt #1 Subtotal	Base Plan Subtotal	Base Plan Subtotal & Alt #1	Alt #2 Subtotal	Grand Total (Base Plan + Alt #1 + Alt #2)
NAME OF BIDDER												
Gulf Atlantic Constructors 650 West Oakfield Road Pensacola, FL 32503	X	X	X	X	Bid Bond	N/A	X	\$2,066.00	\$577,774.55	\$579,840.55	\$66,561.50	\$642,270.05
Roads, Inc. of NWF 106 Stone Blvd Cantonment, FL 32533	X	X	X	X	Bid Bond	N/A	X	\$10,148.00	\$551,799.00	\$561,947.00	\$57,878.00	\$619,825.00
Panhandle Grading & Paving, Inc. 2665 Solo Dos Familiaf Pensacola, FL 32534	X	X	X	X	Bid Bond	N/A	X	\$15,792.00	\$520,814.40	\$536,606.40	\$76,003.00	\$612,609.40
Starfish Inc of Alabama 114 Blacksher St Brewton, AL 36426	X	X	X	X	Bid Bond	N/A	X	\$28,370.00	\$523,062.62	\$551,432.62	\$92,003.00	\$643,435.62
BIDS OPENED BY:	<i>Dob</i> Dennis, MABA, CPPB, Purchasing Specialist						DATE: July 25, 2011					
BIDS TABULATED BY:	Cynthia Smith, Senior Office Assistant						DATE: July 25, 2011					

CAR DATE: 8/18/2011

BCC DATE 08/18/2011

The Public Works/ Engineering Department recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Panhandle Grading & Paving in the amount of \$612,609.40

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.

Posted: 2:15 p.m., CDT, Monday, July 25, 2011

BD/ers

2011-000834
Aug. 18, 2011 Page 4

BCC

CAR 1-10

Escambia County
Clerk's Original
8/18/2011 CAR II-10

2011-000834 BCC
Aug. 18, 2011 Page 5

STANDARD CONSTRUCTION CONTRACT
DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

PANHANDLE GRADING & PAVING, INC

Not Agenda Backup

9/15/2011 S. Carver

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING & PAVING, INC

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[Description/Sheet No./Date]	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND PANHANDLE GRADING & PAVING, INC., FOR
STANDARD ROAD/DRAINAGE CONSTRUCTION
CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Panhandle Grading & Paving, Inc., a corporation for profit, to perform all work ("Work") in connection with 2ND Street Widening and Repaving/ Area Drainage ("Project"), PD# 10-11.057 as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Six Hundred Twelve Thousand Six Hundred Nine Dollars and Forty Cents

[\$612,609.40]

SECTION 4. BONDS.

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Fifty (**150**) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Eighty (180)** calendar days (herein "Contract Time").
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material
- Exhibit H: Technical Specifications
- Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:
TITLE SHEET NO. DATE
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works Bureau/Engineering Division
3363 West Park Place
Pensacola, FL 32505
Attention: Colby Brown, Project Manager

- B. All correspondence with the Contractor will be addressed to the following:

Panhandle Grading & Paving
2665 Solo Dos Familiaf
Pensacola, FL32534
Attention: Donald Long, Vice-President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Panhandle Grading & Paving, Inc. signing by and through its President or Vice-President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: Susan Hendry

By: Charles R. Oliver
Charles R. "Randy" Oliver
County Administrator

Witness: [Signature]

Date: 9/1/11

CONTRACTOR:
Panhandle Grading & Paving, Inc., a "For Profit" Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: [Signature]
Jerry F. Long

By: [Signature]
Secretary

Its: President or Vice-President

(Corporate Seal)

Date: 8-30-2011

BCC Approved: August 18, 2011

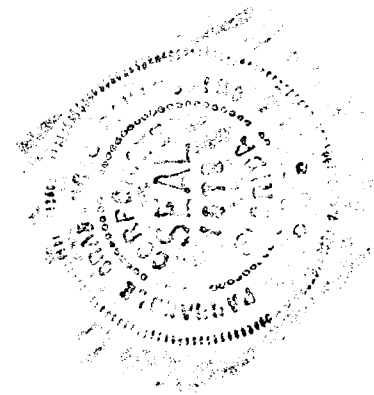


EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS.

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES.

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and

during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be

accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 4.4. Contractor shall submit Four (4) copies of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.
- 4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD.

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within

the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at

the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
 - 9.4.2. The weather was unusual as documented by supporting data.
 - 9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).
 - 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK.

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES.

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK.

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and its consultants, 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.

- 13.2.** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3.** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4.** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5.** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the

requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9. Duty to Provide Legal Defense. The Contractor agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorney's fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS.

- 14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

Section 15. CLEANUP AND PROTECTIONS.

- 15.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT.

- 16.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

- 17.1.** Except as noted in paragraph 17.2 all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

- 18.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared

bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** 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).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION.

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY.

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL.

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS.

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK.

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and

incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS.

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK.

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES.

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence

of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES.

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY.

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

- 29.3. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS.

- 30.1. Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name:

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
 Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I_d-I_b) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
I_d ' Asphalt Price Index during the month in which the material is incorporated into the project.
I_b ' Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2427

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Purchase Order to NexGen Public Safety Solutions, LLC

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Purchase Order to NexGen Public Safety Solutions, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucy Work Order System.

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County.

The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops.

[Funding Source: Fund 175, "Transportation Trust Fund", Account 210401, "Roads and Bridges Administration"]

BACKGROUND:

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County.

The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software and semi-rugged laptops.

BUDGETARY IMPACT:

Funds are available in Fund 175 "Transportation Trust Fund", Account 210401 "Roads and Bridges Administration".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Information Technology Staff will coordinate the purchase and the installation of the components; Public Works Staff will assist in the facilitation of the use of the equipment.

Attachments

NexGen_Initial Price Quote



Escambia County - Road Department
March 27, 2012

BUDGETARY PRICING
GETAC S400 Semi Rugged Laptop - Gobi/GPS

Vendor ID: 45-4068740

PRODUCTS & SERVICES

15	SWC148	Intel i5-520M, 2.4GHz, 3MB Cache, 2 GB DDR3 RAM, 320GB HDD, 700 Nits Multi Touch Touchscreen Display, Mechanical Backlit Keyboard, Super Multi DVD, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54/34, Smart Card, 4-1 Smart Card, TPM, Low Temp, -15c, Gobi 2000, Fingerprint, GPS, Win7 Pro, dual RF pass thru, 3 Year Warranty	\$ 2,439.17	\$ 36,587.55
15	S-VEHDOCKRF	Vehicle Dock & Replication w/dual pass (PMT)	Included	Included
15	S-SVCLTSRNF5Y	Upgrade to 5 yr Bumper to Bumper Warranty	\$ 525.00	\$ 7,875.00
1		Net Motion Mobility XE Pilot Edition- 25 license (see note below)	\$ 7,500.00	\$ 7,500.00
15	PKG-PSM-242	Passenger Side Mount Pkg - Ford 350	\$ 458.73	\$ 6,880.95
15	C-ADP-101	Adapter Plate - all vehicles	\$ 32.77	\$ 491.55
15	AP-CW-Q-S22BL	AP-Cell/LTE/WiFi Combo Antenna	\$ 110.62	\$ 1,659.30
15		Installation Services - Alpha Install LLC Pricing is based on the quantity & items listed on this quote. A change in quantity or items may create a change in price. Notification of changes in implementation schedules, including decreased implementations, must be made prior to 3 weeks before the install start date. Refunds will not be given for the unavailable vehicles or schedule decreases for which advance notification was not given. This quote assumes all vehicles will be free of impeding equipment such as after market equipment or personal effects. All equipment & vehicles must be available at the start of the scheduled implementation time for each day. Vehicles or equipment not available at the start time as scheduled will be billed for but not completed. To clarify, 2-4 weeks before the set implementation date, Escambia County & NexGen Public Safety/Alpha Install will agree upon a specific schedule with a specific run rate of vehicles that will be implemented during a shift. If the client fails to make the pre-agreed number of vehicles during this shift available, the implementation fee will be charged per vehicle that is not available. Exceptions that cause a penalty fee to be waived are Acts of God, severe weather, and large scale emergencies. Pricing assumes a safe, sheltered and secure place to work with access to 120VAC electricity & bathroom facilities. Pricing is for the stated 15 vehicles with 15 mounts. Pricing includes Travel & Related Expenses for a single visit for concurrent work days. Return trips will result in additional travel and per diem expenses as well as implementation fee.		\$ 9,557.00
			Sub-Total	\$ 70,551.35
			Shipping	\$ 1,200.00
			Sales Tax	EXEMPT
			Total	\$ 71,751.35

OPTIONAL PRODUCTS & SERVICES

--	--	--	--	--

NOTES

1. Pricing is strictly an estimate. Further discussion is necessary for final quote.
2. For budget purposes, the F250 Pick Up truck was selected in order to provide general pricing.
3. It is assumed that vehicles are standard stock without alterations.
4. Pricing for NetMotion assumes the XE Pilot Edition. Additional modules can be purchased.
5. Pricing for installation reflects the full separate installation the 15 vehicles. Pricing may be adjusted if coordinated with the final implementation at DPS.

TERMS & CONDITIONS

- Purchase Orders Made Paya
- NexGen Public Safety Solutic
- Payment Terms: Net 30
- Price valid through: April 27,

CONTACT INFORMATION

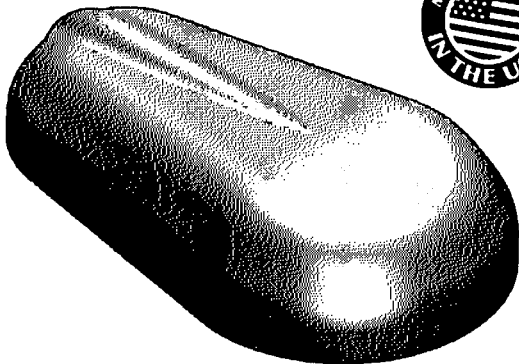
Stacey Kurtz, VP of Sales
NexGen Public Safety Solutions
249 Bellagio Circle, #101
Sanford, FL 32771
407-802-3328 xt 561
skurtz@ngpss.com

AP-CELL/LTE/WIFI ANTENNA

AP-CW



Three in One Low Profile Package



Available colors: Black or White

The AP-Cell/LTE/WiFi Antenna is the low profile high gain Cellular/PCS/LTE & WiFi (at 2.4 & 5 GHz for 802.11abgn) combination external antenna. Everything is in the one housing, reducing the need for multiple antennas and holes being drilled. This is the ideal solution to provide superior coverage and faster data throughput speeds for ruggedized laptops with a docking station.

Better Cellular/PCS & WiFi Reception

By using the AP-Cell/LTE/WiFi antenna, the wireless signal is optimized, getting the signal outside of the vehicle

Bigger Wireless Footprint - AP-Cell/LTE/

WiFi Antenna provides up to 25% more wireless coverage, depending on the geography you travel in.

Faster Data Speeds - Better reception translates to faster speeds. The data gets through the first time, correctly.

Long Product Life — Low Profile Design - The AP-Cell/LTE/WiFi Antenna is very durable and stands. It withstands all of the natural elements, car washes, and being swept by tree branches.

One Simple Installation - AP-Cell/LTE/WiFi Antenna has all of the antennas in the one housing. This means you only have one hole to drill and one installation effort.

Connects to All Major Brands of Wireless Data Cards with external antenna ports.

Docking Stations: Havis LEDCO, Gamber Johnson, Panasonic, PMT, Kodiak, First Mobile Technologies

Wireless Trunk and Mobile Access Routers from: Sierra Wireless, AirLink, Sixnet, Utility Associates, Junxion, Cisco MAR, In Motion and many others.

**WiFi
802.11n**



Antenna Plus LLC
9458 E Sunnyside Dr. - Scottsdale, AZ 85260
Phone: 480-657-7354 - Fax:480-657-0204 - orders@antennaplus.com

ANTENNAPLUS
www.antennaplus.com

Tri-Band Antenna

Electrical Specifications

Frequencies:

Cell = 824-896 MHz
PCS = 1850-1995 MHz
LTE = 704-787 (Block B and C)
WiFi = 2.4 & 5 GHz

VSWR: 1.5:1 or less at resonant point

Gain: 3.0 dB

Radiation Pattern:

OMNI Directional
Hemispherical (GPS)

Polarization:

Vertical

Mechanical Specifications

Radome:

Glass Filled Polypropylene

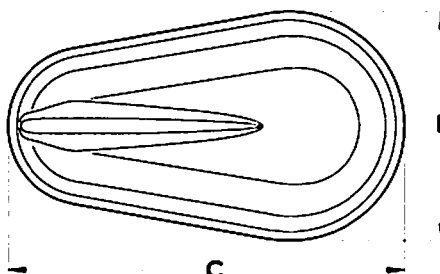
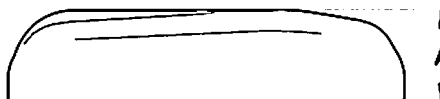
Cable Length:

15 feet (4.5 m) (Adhesive Mount)
10 feet (3 m) (Magnetic Mount)

Connectors:

Contact factory for connector options.

Dimensions



A	1.6 in. (38 mm)
B	4.0 in. (102 mm)
C	6.8 in. (173 mm)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2408

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Transfer Funds to Project Management Coordination

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Budget Amendment to Transfer Funds into Project Management Coordination - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a Budget Amendment to transfer \$443,000 into Project Management Coordination in Fund 352, "Local Option Sales Tax III", to provide funding for Project Management Coordination in the Engineering/Infrastructure Division for the remainder of this Fiscal Year (through September 30, 2012).

This Recommendation will decrease the funds from Fund 175, "Transportation Trust Fund"/Fund 001, "General Fund" and increase Fund 352, "LOST III".

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107"]

BACKGROUND:

This recommendation will decrease the funds from Fund 175 "Transportation Trust Fund"/Fund 001 "General Fund" and increase Fund 352 "LOST III".

BUDGETARY IMPACT:

Funds are available in Fund 352 "Local Option Sales Tax III", Account 210107, for this budget transfer. The budgetary impact is savings to Fund 175 "Transportation Trust Fund"/Fund 001 "General Fund".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners' policy requires Board approval for any increases in Project Management Coordination Services.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the Budget Amendment will be routed to the Office of Management and Budget.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2434

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Owner-Direct Purchase for Contract PD 10-11.082 "Saufley Field Landfill Closure and Stormwater Improvement Project"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Owner-Direct Purchases for Contract PD 10-11.082. "Saufley Field Landfill Closure and Stormwater Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Purchase Order, in the amount of \$1,607,424, to Agru America, Inc., for the owner-direct purchase of the closure turf material for Contract PD 10-11.082, "Saufley Field Landfill Closure and Stormwater Improvement Project".

Contract PD 10-11.082 for the "Saufley Field Landfill Closure and Stormwater Improvement Project" was awarded to Panhandle Grading and Paving, Inc., on December 8, 2011, for a total of \$5,996,026, and Purchase Order #120860 was issued on December 16, 2011. Change Order #1 to Purchase Order #120860 to Panhandle Grading and Paving, Inc., completed on January 31, 2012, reduced the Purchase Order for the amount of the closure turf material to be purchased directly by the County, providing for a significant savings to the County.

[Funding Source: Fund 401, "Solid Waste", Cost Center 230316, Object Code 56301]

BACKGROUND:

Contract PD 10-11.082 for the "Saufley Field Landfill Closure and Stormwater Improvement Project" was awarded to Panhandle Grading and Paving, Inc. on December 8, 2011, for a total of \$5,996,026 and Purchase Order #120860 was issued on December 16, 2011. Change Order #1 to purchase order #120860 to Panhandle Grading and Paving, Inc. completed on January 31, 2012, reduced the purchase order for the amount of the closure turf material to be purchased directly by the County, providing for a significant savings to the County.

BUDGETARY IMPACT:

Funds for the purchase order are available in Fund 401 "Solid Waste", Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form D was used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agru America

Board Action



QUOTATION - Revised 3/28/12

Pat Johnson
Escambia County
221 Palafox Place
Pensacola FL 32502

ptjohnson@co.escambia.fl.us

Project Number: 120228244
Project Name: Saufley Landfill Closure
Location: Pensacola, FL
Application: Landfill Closure
Bid Date: February 28, 2012
Terms: TBD

PRODUCT	QUANTITY (SF)	ROLL SIZE	F.O.B.	UNIT PRICE (/SF)	TOTAL PRICE	WARRANTY
ClosureTurf	1,104,000	23 x 300	Pensacola	1.4560	\$ 1,607,424.00	30 year Long-Term Service Agreement (attached)
	160 rolls		0.0000	1.4560	\$ 1,607,424.00	
Miles to Job Site from SC				1		
Number of Trucks				14		
Est. Cost Per Truck					\$ -	
Est. Freight Cost					\$ -	
Material Cost					\$ 1,607,424.00	
Project Cost					\$ 1,607,424.00	

Note: Prices are valid for 15 days from date of quotation. Freight prices are estimates only. Customers will be charged actual freight costs at time of shipping.

See Note below:

Exceptions/Clarifications and Special Requirements: The product quoted is Closure Turf Patent, No. 7682105

For tax exempt purchases please forward a tax exempt certificate.

Comments:

- ◆ Unless otherwise specified, Agru America standard material specification values and testing will apply for this quotation and the Customer agrees that Agru America standard values will be acceptable according to this quote.
- ◆ Agru America Standard Warranty shall apply.
- ◆ Agru America General Terms and Conditions will apply.
- ◆ If the material quantity changes from the above square footage, a revised quotation must be issued.
- ◆ Agru America reserves the right to pass along any verifiable resin increases from the resin supplier up to time of material shipment.
- ◆ Shipping dates are estimates only and Agru America will not be held liable for any delays due to shipping.
- ◆ Any costs associated with third party testing will be the responsibility of the customer.
- ◆ Interest will accrue on unpaid balances at 1 1/2% per month and Purchaser is responsible for collection costs and attorney fees.

Customer Acknowledgment

P. O. No.: _____

Date: _____

Signature: _____

Title: _____

Please return to:
Anne Steacy
Fax: 843-527-2738

Your material supplier – not your competition!

Note: This acknowledgment and acceptance includes the conditions of the 30-year Long-Term Service Agreement (attached) and the changes shown. This acceptance also depends on the agreed to cost for 30-years of sand replacement and the 10-year financial mechanism for full replacement of the cover system meeting FDEP requirements in accordance with the 30-year Long-Term Service Agreement. These costs shall be provided to Escambia County for review within the next 45 days.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

Speaker(s):

Barbara Mayall	Carleen Hartley
Michael A. Lowery	Jim Mayall
Arlene Wires	Michael Ake
J. M. "Margie" Wilcox	Kenneth Gordon
Justin Jones	Kenneth Westbrook
Gerri Bell	Vikki Garrett
Jim Hunt	Sherri Myers
Edgar Holmes	Dewitt S. Stallworth
Natalie Garcia	Darryl McGruder
Kimberly Aguiar	Bridget L. McDaniel
Julia Pearsall	

2. Saufley Field Landfill ►

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, awarding an Indefinite Quantity, Indefinite Delivery Unit Price Contract, PD 10-11.082, Saufley Field Landfill Closure and Stormwater Improvement Project, to Panhandle Grading & Paving, Inc., for the amount not to exceed \$5,996,026, for the base bid and Alternate "D," and authorizing the County Administrator to sign all documents (Funding: Fund 401 Solid Waste, Cost Center 230316, Object Code 56301).

Speaker(s):

J. L. Faircloth
Sandra Jones
R. Todd Harris



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1850 County Administrator's Report Item #: 12. 2.
BCC Regular Meeting Discussion
Meeting Date: 12/08/2011
Issue: PD 10-11.082 Saufley Field Landfill Closure and Stormwater
Improvement
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval: *Charles B. Davis*

RECOMMENDATION:

Recommendation Concerning Saufley Field Landfill Closure and Stormwater
Improvement Project - Amy Lovoy, Management and Budget Services Department
Director

That the Board award an Indefinite Quantity, Indefinite Delivery Unit Price Contract, PD 10-11.082, Saufley Field Landfill Closure and Stormwater Improvement Project, to Panhandle Grading & Paving, Inc., for the amount not to exceed \$5,996,026 for the base bid and alternate "D" and authorize the County Administrator to sign all documents.

[Funding: Fund 401 Solid Waste, Cost Center 230316 Object Code 56301]

BACKGROUND:

An invitation to bid was advertised in the Pensacola News Journal on September 29, 2011, and bids were received on November 10, 2011, from 6 vendors and 1 "no bid". Panhandle Grading & Paving, Inc. is the low bidder. The total project amount calculated using the unit prices of the low bidder at the initially estimated quantities resulted in a total project cost of \$7,054,038.70 which is over the budgeted amount. In order to stay within the budget; the project will be based on 221,220 cubic yards of material removed and disposed of in a permitted, lined, Class I, Subtitle D facility versus 275,000 cubic yards of material removed. This change will result in approximately three (3) foot increase in the closed elevation from what was previously represented to the Board of County Commissioners. A revised cross-section is attached.

The project will complete the closure of the Saufley Field Road Construction and Demolition Debris Landfill by excavating, transporting and disposing of 221,220 cubic yards of waste, 200,000 cubic yards will go to the Perdido Landfill without cost to achieve design grades for the existing side slopes at the facility. Approximately 21,220 cubic yards will be disposed of in a commercial Permitted, lined, Class I, Subtitle D facility. The Saufley Field Road Landfill (site) is an approximately 23 acre inactive landfill located in Bellview, Florida, that was operated as a construction and demolition debris (C&DD)

landfill beginning in 1990. The site has been subject to complaints and regulatory enforcement actions stemming from odors and other issues reported by nearby residents beginning in the fall of 2005. The site was ordered to close in 2007, but closure requirements were not met. The majority of the waste at the site is covered by a soil layer of varying thickness (this soil layer is herein referred to as the Intermediate cover soil). The original owner abandoned the site in 2008. Escambia County (County) Board of Commissioners approved the acquisition and closure of the site by the County in March 2010. The County entered into an agreement with the Florida Department of Environmental Protection (FDEP) in 2010 to develop and construct a closure system for the site as well as address the post-closure care requirements in accordance with Rule 62-701, Florida Administrative Code (FAC).

BUDGETARY IMPACT:

Funding: Fund 401 Solid Waste, Cost Center 230316 Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Contract Form D will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, Florida code of ordinances, 1999 Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

NA

Attachments

cross-section



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2447

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Commercial Facade Grant Funding and Lien Agreements for 3720 North Pace Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3720 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3720 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gulf Coast Audio Visual Producers, Inc., owner of commercial property located at 3720 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and /or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 and 2009 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220563 and 220410, Object Code 58301, for resurfacing and restriping the parking lot; and

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

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Gulf Coast Audio Visual Producers, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301, and/or NEFI 2008 and 2009 CDBG, Fund 129, Cost Center 220563 and 220410, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owners, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Com Grant GC AV

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gulf Coast Audio Visual Producers, Inc., (the "Recipient"), owner of commercial property located at 3720 North Pace Boulevard, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th day of April 2012**, and the Project shall be complete on or before the **17th day of July 2012**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Gulf Coast Audio Visual Producers, Inc.
c/o Chuck Edwards
3720 North Pace Boulevard
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACM
Date: 3/23/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: **Gulf Coast Audio Visual
Producers, Inc.**

Charles W. Edwards, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by **Charles W. Edwards**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: Gulf Coast Audio Visual Producers, Inc.
Property Address: 3720 North Pace Boulevard, Pensacola, FL 32505

The "Project" includes the following improvements to the above referenced property:

Resurface and restripe parking lot.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Gulf Coast Audio Visual Producers, Inc.</u>	<u>3720 North Pace Boulevard Pensacola, Florida 32505</u>	<u>08-2S-30-4001-008-001</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape, and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Gulf Coast Audio Visual Producers, Inc.

Charles W. Edwards, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by **Charles W. Edwards**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

For: **Escambia County Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: *Kristin Hual*

Title: ACIT

Date: 3/23/12



Repave and restripe parking lot
3720 N. Pace Blvd



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2441

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Commercial Facade Grant Program Two Cancellation of Liens

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

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

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Goldstein Enterprises, LLC	3885 North Palafox Street	\$5,265
Escambia Christian School, Inc.	3311 West Moreno Street	\$9,022

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

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved two Cancellations of Liens as to form and legal sufficiency.

PERSONNEL:

Community and Environmental Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellations of Liens.

Attachments

Facade Grant Cancellation of Liens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,265**, executed by **Goldstein Enterprises, LLC**, and recorded in Official Record Book **6686** at pages **1345-1346**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 2/23/12

Escambia County
Clerk's Original

1/20/2011 CAR11-15

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011007916 02/07/2011 at 11:59 AM
OFF REC BK: 6686 PG: 1345 - 1347 Doc Type: L
RECORDING: \$27.00

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program**

Administered By: Escambia County Neighborhoods and Community Services Bureau Community
Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Goldstein Enterprises, LLC</u>	<u>3885 North Palafox Street Pensacola, Florida 32505</u>	<u>05-2S-30-1001-004-023</u>

Total Amount of Lien \$5,265

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *d. MacArthur*

Date: 1/21/11

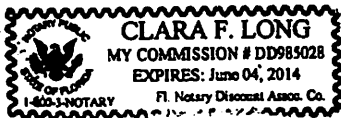
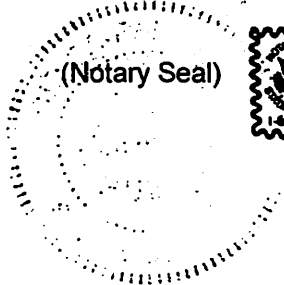
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: **Goldstein Enterprises, LLC**

Gerald Goldstein
Gerald Goldstein, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2010 by Gerald Goldstein, President of Goldstein Enterprises, LLC. He/She is personally known to me or has produced FL Lic # G432... 22700 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: Board of County
Commissioners of Escambia County

By: *Kevin W. White*
Kevin W. White, Chairman

BCC Approved: 01-20-2011
Date Executed

1/21/2011

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: *Doris Harris*
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Justin Hual*
Title: ACF
Date: 12/7/10

This instrument prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\Goldstein Ent_3885 N Palafox_122010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$9,022**, executed by **Escambia Christian School, Inc.**, and recorded in Official Record Book **6653** at pages **1204-1205**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

Escambia County
Clerk's Original

6/17/2010 CARL-5

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program**

Administered By: Escambia County Neighborhoods and Community Services Bureau Community
Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Escambia Christian School, Inc.</u>	<u>3311 West Moreno Street Pensacola, Florida 32505</u>	<u>33-2S-30-1200-401-005</u>

Total Amount of Lien \$9,022

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 6/21/10 Verified By: K. Ward

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

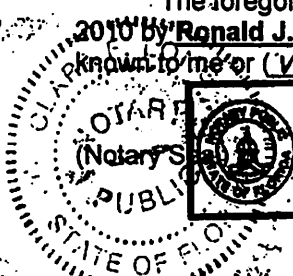
For Recipient: ~~Escambia Christian School, Inc.~~

Ronald J. Putnal

Ronald J. Putnal, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of May, 2010 by Ronald J. Putnal, President of Escambia Christian School, Inc. He/She () is personally known to me or () has produced FL Lic P354, 181.0 as identification.



CLARA F. LONG
Notary Public - State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 559739

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: *Ronald J. Putnal*
Title: HCA
Date: 5/12/10

For: BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY
By: *Grover C. Robinson, IV*
Grover C. Robinson, IV, Chairman

BCC Approved: 06-17-2010

Date Executed

6/17/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



Debra Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II
Neighborhoods and Community Services Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESDI\CRA\GRANTS\Grant Agreements\2010\ECS_3311 W Moreno St_062010.doc



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2442

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Residential Rehab Grant Program Nine Cancellations of Liens

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

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

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following nine Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Bryan S. Gromer	547 South 1st Street	\$750
Lizzie M. Ross	51 Druid Drive	\$3,248
Kevin L. Rockwell	422 South 1st Street	\$922
Angela LeBlanc	423 South 1st Street	\$975
Irma D. Speed	532 South 1st Street	\$912
Cynthia A. Vargas	4 Greve Court	\$3,344
Eric M. and Carol A. Wood	509 Chaseville Street	\$6,000
Kenneth R. and Brenda H. Hill	534 South 1st Street	\$850
Brian D. and Teresa M. Knutzen	520 Edgewater Drive	\$3,600

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

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved nine (9) Cancellations of Liens as to form and legal sufficiency.

PERSONNEL:

Community and Environmental Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellations of Liens.

Attachments

Res Rehab Cancellation of Liens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$750, executed by Bryan S. Gromer and recorded in Official Record Book 6656 at pages 1215-1216, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 2/23/12

Escambia County
Clerk's Original

10/21/2010 CAR11-24

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010073673 11/09/2010 at 02:09 PM
OFF REC BK: 6656 PG: 1215 - 1216 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Bryan S. Gromer

Address of Property
547 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-005-036

Total Amount of Lien

\$750

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: K. MacArthur

Date: 10/22/10

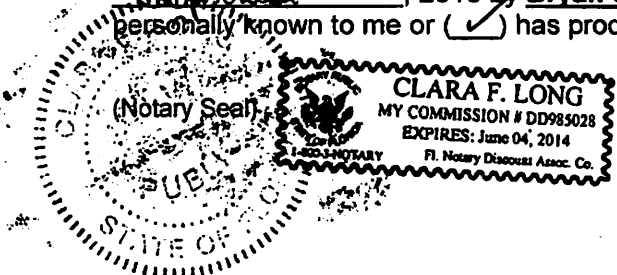
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]
Bryan S. Gromer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2010 by Bryan S. Gromer, owner of property. (He/She) is personally known to me or () has produced FLIC 9156... 207.0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST
ERNIE LEE MAGAHA
Clerk of the Circuit Court
[Signature]
Deputy Clerk



This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 9/9/10

BBC Approved 10-21-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Gromer_ 102010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,248, executed by Lizzie M. Ross and recorded in Official Record Book 6689 at pages 376-377, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *Justin Hnal*

Title: ACA

Date: 2/23/12

Escambia County
Clerk's Original

1/20/2011 CAR11-17

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Lizzie M. Ross</u>	<u>51 Druid Drive</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-5060-012-006</u>

Total Amount of Lien

\$3,248

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *K. Macarthur*

Date: *1/21/2011*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Lizzie M. Ross
Lizzie M. Ross, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of December, 2010 by Lizzie M. Ross, Property Owner. She () is personally known to me or () has produced FL License as identification.

(Notary Seal) 

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Kevin W. White
Kevin W. White, Chairman
Date Executed

1/21/2011

BCC Approved: 01-20-2011

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



By: Ernie Lee Magaha
Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2011\residential rehab grant_Ross_122011.doc

This document approved as to form and legal sufficiency.

By: Michelle Huff
Title: ACA
Date: 12/8/10

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$922, executed by Kevin L. Rockwell and recorded in Official Record Book 6676 at pages 100-101, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Justin Hual

Title: ACT

Date: 2/23/12

Escambia County
Clerk's Original

10/21/2010 CAR11-20

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011000602 01/05/2011 at 08:23 AM
OFF REC BK: 6676 PG: 100 - 101 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Kevin L. Rockwell

Address of Property
422 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-031-034

Total Amount of Lien

\$922

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 10/22/10
K. Macas...
K. Macas...

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]
Kevin L. Rockwell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of September, 2010 by Kevin L. Rockwell, owner of property. (H/She) is personally known to me or () has produced FLDL 248 ... 350 as identification.



[Signature]
Signature of Notary Public
VENERA CARDIA-LIVELY
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman
Date Executed

10/21/2010

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



[Signature]
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 09/17/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Rockwell_ 102010.doc

BBC Approved 10-21-2010

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$975**, executed by **Angela LeBlanc** and recorded in Official Record Book **6699** at pages **1143-1144**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Kristin Hual

Title: SCA

Date: 2/23/12

Escambia County
Clerk's Original

11/18/2010 CAR11-23

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Angela LeBlanc

Address of Property
423 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-009-035

Total Amount of Lien

\$975

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011017108 03/15/2011 at 02:18 PM
OFF REC BK: 6699 PG: 1143 - 1144 Doc Type: L
RECORDING: \$18.50

Verified By: *K. MacArthur*

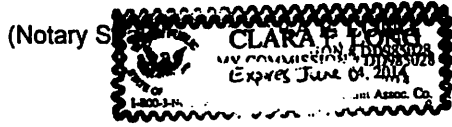
Date: 11/22/10

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: *Angela LeBlanc*
Angela LeBlanc, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2010 by Angela LeBlanc, owner of property. He/She () is personally known to me or () has produced FLC 1145, 829.0 as identification.



Clara Long
Signature of Notary Public
Clara Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: *K White*
Kevin W. White, Chairman

BBC Approved 11-18-2010 Date Executed 11/18/2010



ATTEST:
ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: *Doris Harris*
Deputy Clerk

This document approved as to form and legal sufficiency
By: *Kustina*
Title: ACA
Date: 10/12/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESDCRA\GRANTS\Grant Agreements\2010\residential rehab grant_LeBlanc_112010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$912**, executed by **Irma D. Speed** and recorded in Official Record Book **6684** at pages **561-562**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

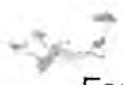
Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 2/23/12



Escambia County
Clerk's Original

1/20/2011 CARILE Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011006293 01/31/2011 at 02:23 PM
OFF REC BK: 6684 PG: 561 - 562 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s) <u>Irma D. Speed</u>	Address of Property <u>532 South 1st Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>51-2S-30-7062-450-037</u>
---	---	--

Total Amount of Lien **\$912**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 1/21/2011 Verified By: H. Macartt

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

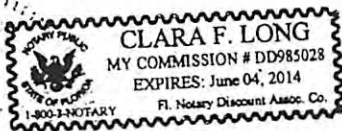
For Recipient:

Irma D. Speed
Irma D. Speed, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of December, 2010 by Irma D. Speed, Property Owner. She () is personally known to me or () has produced FL license as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Kevin W. White
Kevin W. White, Chairman
Date Executed

1/21/2011

BCC Approved: 01-20-2011

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Ernie Lee Magaha
Deputy Clerk



This document approved as to form and legal sufficiency.

By: Kristin Huel
Title: ACA
Date: 12/7/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2011\residential rehab grant_Speed_122011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,344**, executed by **Cynthia A. Vargas** and recorded in Official Record Book **6703** at pages **1828-1829**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

Escambia County
Clerk's Original

11/18/2010 CAR11-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011020192 03/29/2011 at 12:32 PM
OFF REC BK: 6703 PG: 1828 - 1829 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Cynthia A. Vargas

Address of Property
4 Greve Court
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-328-016

Total Amount of Lien

\$3,344

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 11/19/10
K. MacArthur

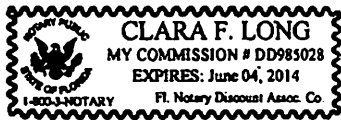
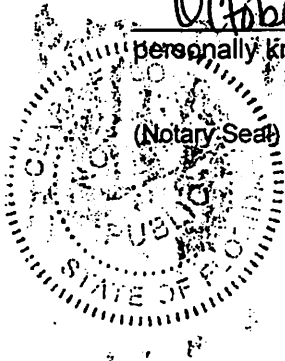
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Cynthia A. Vargas
Cynthia A. Vargas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of October, 2010 by Cynthia A. Vargas, owner of property. He/She () is personally known to me or () has produced Public V622... 890 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Kevin W. White
Kevin W. White, Chairman

Date Executed
11/18/2010
BBC Approved 11-18-2010



ATTEST
ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 10/7/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Vargas_ 112010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$6,000**, executed by **Eric M. and Carol A. Wood** and recorded in Official Record Book **6699** at pages **1145-1146**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 2/23/12

Escambia County
Clerk's Original

1/20/2011 CAR 11-14

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Eric M. and Carol A. Wood</u>	<u>509 Chaseville Street</u> <u>Pensacola, FL 32507</u>	<u>37-2S-30-1001-001-002</u>

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *H. Macarthur*

Date: *1/21/11*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]
Eric M. Wood, Property Owner

[Signature]
Carol A. Wood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2010 by Eric M. and Carol A. Wood, Property Owners. He is personally known to me or has produced FL license as identification. She is personally known to me or has produced FL license as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Kevin W. White, Chairman
Date Executed

1/21/2011
BCC Approved: 01-20-2011

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACH
Date: 12/7/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2011\residential rehab grant_Wood_122011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$850**, executed by **Kenneth R. and Brenda H. Hill** and recorded in Official Record Book **6666** at pages **982-983**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: 

Title: ALA

Date: 2/23/12

Escambia County
Clerk's Original

10/21/2010 CAR11-22

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010079905 12/09/2010 at 08:29 AM
OFF REC BK: 6666 PG: 982 - 983 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Kenneth R. and Brenda H. Hill

Address of Property
534 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-460-037

Total Amount of Lien

\$850

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 10/22/2010
Witnessed by: D. Macaathun

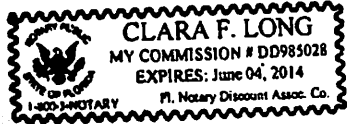
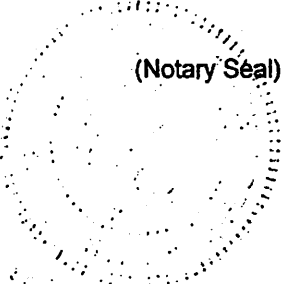
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kenneth R. Hill
Kenneth R. Hill, Property Owner
Brenda H. Hill
Brenda H. Hill, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by Kenneth R. and Brenda H. Hill, owners of property. He/She is personally known to me or has produced FL License as identification.



Clara Long
Signature of Notary Public
Clara Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman
Date Executed

10/22/10

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



Sonia Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 9/17/10

BBC Approved 10-21-2010

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Hill_ 102010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,600**, executed by **Brian D. and Teresa M. Knutzen** and recorded in Official Record Book **6668** at pages **664-665**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

Escambia County
Clerk's Original

10/21/2010 CAR11-21

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010081160 12/15/2010 at 10:13 AM
OFF REC BK: 6668 PG: 664 - 665 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Brian D. and Teresa M. Knutzen</u>	Address of Property <u>520 Edgewater Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>37-2S-30-1001-033-002</u>
--	---	--

Total Amount of Lien

\$3,600

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 10/22/10
K. MacArthur

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

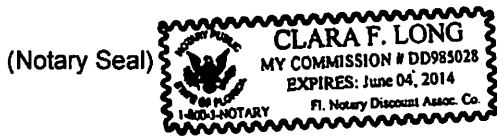
For Recipient:

[Signature]
Brian D. Knutzen, Property Owner

[Signature]
Teresa M. Knutzen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of September, 2010 by Brian D. and Teresa M. Knutzen, owners of the property. He/She is personally known to me or has produced FL Driver License as identification respectively.



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman
Date Executed

10/21/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL: [Signature]
Deputy Clerk



This document approved as to form and legal sufficiency.

By: [Signature]
Title: Att
Date: 9/17/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Knutzen_102010.doc

BBC Approved 10-21-2010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2444

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Commercial Facade Grant Funding and Lien Agreement for 3740 North Pace Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3740 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3740 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for resurfacing and restriping the parking lot; and

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

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and LOJ, LLC. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environmental Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

LOJ Commercial Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and LOJ, LLC, (the "Recipient"), owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **April 2012**, and the Project shall be complete on or before the **17th** day of **July 2012**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:	Recipient:
Clara Long, Urban Planner II, CRA	LOJ, LLC
Community & Environment Department	c/o Jack Loughridge
221 Palafox Place	3740 North Pace Boulevard
Pensacola, Florida 32502	Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: Kristin Phal
Title: HAH
Date: 3/23/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: LOJ, LLC

Jack Loughridge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____ 2012 by **Jack Loughridge**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **LOJ, LLC**
Property Address: **3740 North Pace Boulevard, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Resurface and restripe parking lot.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>LOJ, LLC</u>	<u>3740 North Pace Boulevard Pensacola, Florida 32505</u>	<u>08-2S-30-4001-010-001</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape, and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: LOJ, LLC

Jack Loughridge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Jack Loughridge, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

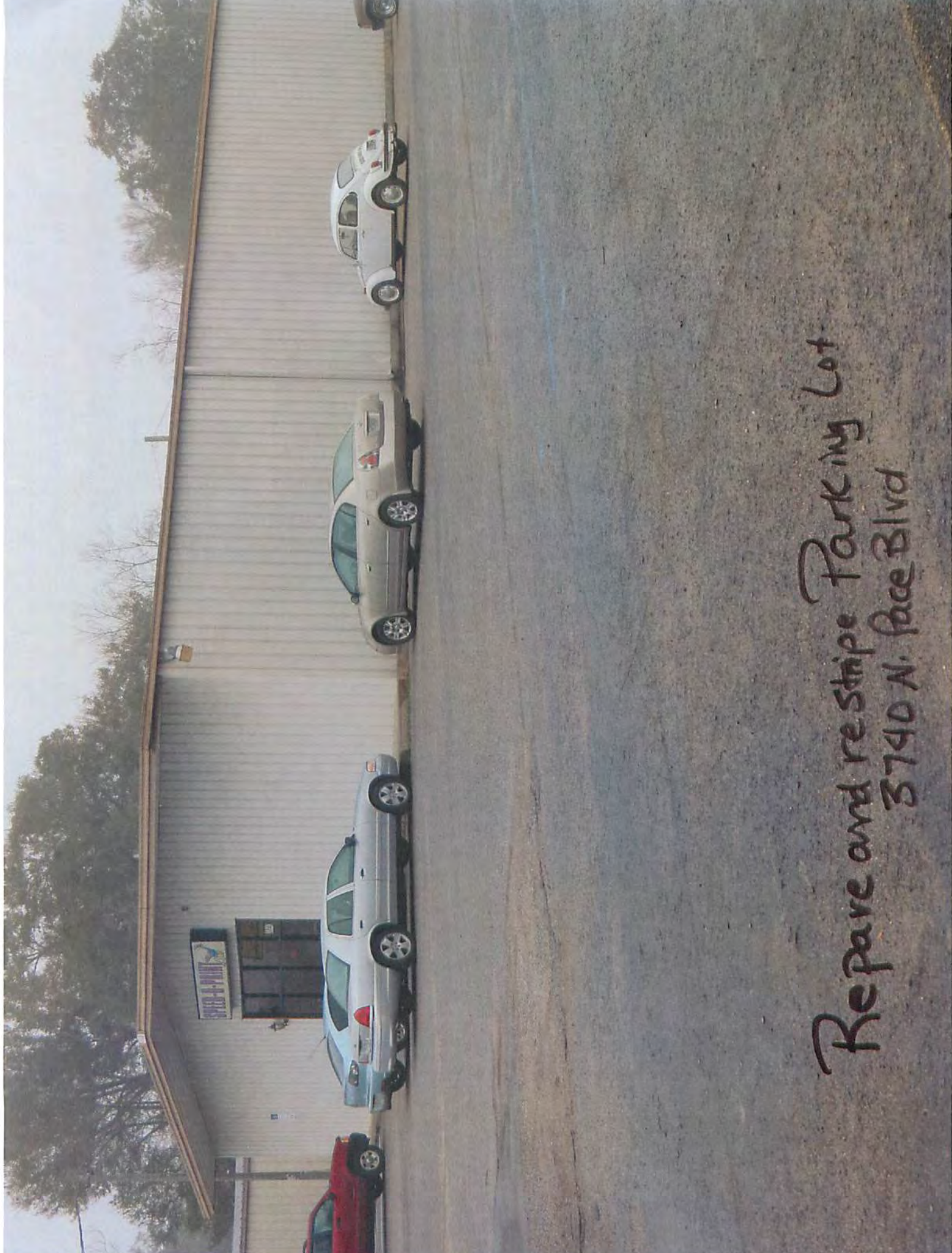
This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Wilson B. Robertson

Title: Chairman

Date: 3/23/12



Repair and restripe Parking Lot
3740 N. Face Blvd



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2445

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Residential Rehab Grant Funding and Lien Agreements for 221 Payne Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 221 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 221 Payne Road:

A. Approving the Residential Rehab Program Funding and Lien Agreements between the Escambia County CRA and Terry Lamb, owner of residential property located at 221 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,812, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Cost Center 220516, Object Code 58301, for the following improvements: connect to sanitary sewer; and

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

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Terry Lamb. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environmental Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant Award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab Lamb

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Terry Lamb, (the "Recipient"), owner of property located at 221 Payne Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,812**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,812**, which shall be comprised of a cash contribution of **\$1,812**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **April 2012**, and the Project shall be complete on or before the **17th** day of **July 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Terry Lamb
221 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 3/23/12
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

For: Board of County Commissioners of Escambia County

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Terry Lamb, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of March, 2012 by Terry Lamb, Property Owner. He/She () is personally known to me or () has produced FLIC 1510 69 3698 as identification.



[Signature]
Signature of Notary Public

Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Terry Lamb
Property Address: 221 Payne Road, Pensacola, FL 32501

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Terry Lamb

Address of Property
221 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-406-019

Total Amount of Lien

\$1,812

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Terry Lamb
Terry Lamb, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of March, 2012 by Terry Lamb, Property Owner. (He/She) is personally known to me or () has produced FL ID 250-69-369-0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Ernie Lee Magaha
Title: ACA
Date: 3/23/12



Sanitary sewer connection
221 Payne Road



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2446

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Residential Rehab Grant Funding and Lien Agreements for 509 Chaseville Street

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 509 Chaseville Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 509 Chaseville Street:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eric M. and Carol A. Wood, owners of residential property located at 509 Chaseville Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,067, representing an in-kind match through the Warrington Tax Increment Funding (TIF), Fund 151, Cost Center 220516, Object Code 58301 for the following improvements: install new storm windows; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Eric M. and Carol A. Wood. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristen Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab Wood

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Eric M. and Carol A. Wood, (the "Recipient"), owner of property located at 509 Chaseville Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$5,067**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,067**, which shall be comprised of a cash contribution of **\$5,067**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **April 2012**, and the Project shall be complete on or before the **17th** day of **July 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Eric and Carol Wood
P O Box 4057
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 3/23/12

For: Board of County Commissioners of Escambia County

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Eric M. Wood, Property Owner

Carol A. Wood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Eric M. and Carol A. Wood, Property Owners. He () is personally known to me or () has produced _____ as identification. She () is personally known to me or () has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Eric M. and Carol A. Wood
Property Address: 509 Chaseville Street, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Install new storm windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Eric M. and Carol A. Wood</u>	Address of Property <u>509 Chaseville Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>37-2S-30-1001-001-002</u>
---	--	--

Total Amount of Lien **\$5,067**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Eric M. Wood, Property Owner

Carol A. Wood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by **Eric M. and Carol A. Wood**, Property Owners. He () is personally known to me or () has produced _____ as identification. She () is personally known to me or () has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

**By: _____
Wilson B. Robertson, Chairman**

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Kristin Howard

Title: ACIT

Date: 3/23/12





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2448

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Commercial Sign Grant Funding for 3733 West Navy Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Funding for 3733 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia Count, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 3733 West Navy Boulevard:

- A. Approving the Commercial Sign Funding Agreement between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and /or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for installing a new wall sign and a free-standing sign; and
- B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Yvonne Z. Walker. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, 220516, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owners, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Sign Grant Y Walker

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Yvonne Z. Walker, (the "Recipient"), owner of commercial property located at 3733 West Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Sign Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **April 2012**, and the Project shall be complete on or before the **17th** day of **July 2012**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

<u>County:</u> Clara Long, Urban Planner, CRA Community & Environment Department 3363 Park Place Pensacola, Florida 32505	<u>Recipient:</u> Yvonne Z. Walker 937 North 72 nd Avenue Pensacola, FL 32506
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All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: FCF
Date: 3/23/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

Yvonne Z. Walker, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____ 2012 by **Yvonne Z. Walker**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: Yvonne Z. Walker
Property Address: 3733 West Navy Boulevard, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Install a new wall sign and free standing sign.

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 Park Place, Pensacola, FL 32505



BEFORE



3733 N. Navy Blvd

AFTER

Free Standing Sign

Wall Sign 3733 N. Navy Blvd



AFTER



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2449

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Residential Rehab Grant Funding and Lien Agreements for 403 Southeast Syrcle Drive

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 403 Southeast Syrcle Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 403 Southeast Syrcle Drive:

A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Edna V. Thompson, owner of residential property located at 403 Southeast Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,317, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edna V. Thompson. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

E Thompson Res Rehab

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Edna V. Thompson, (the "Recipient"), owner of property located at 403 Southeast Syrcle Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$1,317, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,317, which shall be comprised of a cash contribution of \$1,317.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of April 2012, and the Project shall be complete on or before the 17th day of July 2012 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

<u>County:</u>	<u>Recipient:</u>
Clara Long, Urban Planner II, CRA	Edna V. Thompson
Community & Environment Department	403 Southeast Syrcle Drive
221 Palafox Place	Pensacola, FL 32507
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: for individual
Title: H/A
Date: 3/26/12

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Edna V. Thompson
Edna V. Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by **Edna V. Thompson**, Property Owner, who () is personally known to me or () has produced Military ID as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Edna V. Thompson

Property Address: 403 Southeast Syrcle Drive, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>Edna V. Thompson</u>	Address of Property <u>403 Southeast Syrcle Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-504-024</u>
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Total Amount of Lien **\$1,317**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Edna V. Thompson
Edna V. Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by Edna V. Thompson, Property Owner, who () is personally known to me or () has produced Military ID as identification.



Clara F. Long
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: [Signature]
Title: Att
Date: 3/26/12



Sanitary sewer connection
403 SE Syrole Drive



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2450

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Residential Rehab Grant and Lien Agreements for 303 Southeast Kalash Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 303 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant and Lien Agreements for the property located at 303 Southeast Kalash Road:

- A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Pamela Clyde, owner of residential property located at 303 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,405, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On April 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Pamela Clyde. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab Grant Clyde

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of April 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Pamela Clyde, (the "Recipient"), owner of property located at 303 Southeast Kalash Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$1,405, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,405, which shall be comprised of a cash contribution of \$1,405.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of April 2012, and the Project shall be complete on or before the 17th day of July 2012 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Pamela Clyde
P O Box 4387
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCH
Date: 3/26/12

For: Board of County Commissioners of Escambia County

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

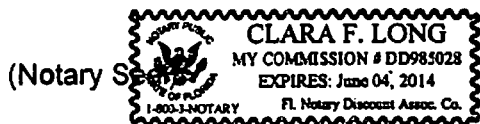
BCC Approved: _____

(SEAL)

For Recipient:
[Signature]
Pamela Clyde, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of March, 2012 by Pamela Clyde, Property Owner, who is personally known to me or has produced FLC 430... 53.0 as identification.



[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Pamela Clyde

Property Address: 303 Southeast Kalash Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>Pamela Clyde</u>	Address of Property <u>303 Southeast Kalash Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-430-021</u>
--	--	--

Total Amount of Lien **\$1,405**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: *Pamela Clyde*
Pamela Clyde, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of March, 2012 by Pamela Clyde, Property Owner, who is personally known to me or has produced FLC430...53.0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Wilson B. Robertson, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency
By: *Hunter Hood*
Title: ACH
Date: 3/26/12



Sanitary Sewer Connection
303 SE Kalash Rd



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2369

County Administrator's Report 12. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/17/2012

Issue: Closure of Building Inspections Molino Office

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Closure of Development Services Department, Building Inspections Division, Molino Office Location - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve closing the Development Services Department, Building Inspections Division, Molino Office, located at 3470 Highway 29 North, Cantonment, Florida, 32533, effective July 1, 2012, in order to reduce costs and provide more efficient delivery of services through consolidation of resources at the Central Office Complex (COC), located at 3363 West Park Place, Pensacola, Florida, 32505.

With the downturn in the housing economy permitting revenues have decreased. In 2011 the Building Inspections Fund lost approximately \$612,000. To reduce this loss and realize the cost savings, this office will be closed. There are two permitting clerks permanently assigned to this location. Two positions will be eliminated for a total savings of approximately \$100,000.

BACKGROUND:

During the spring/summer of 1989, the current Building Inspections Molino Office, located at 3470 Highway 29 North, was opened as a convenience for those contractors and customers in the north end of Escambia County. A previous verbal agreement was reached between the Building Official and Health Department Director, at that time, to utilize space at the Molino Health Department since the Health Department also occupied space at the former location of the Building Inspections office. Relocating all personnel to the COC will better utilize resources and increase efficiency.

BUDGETARY IMPACT:

With the downturn in the housing economy permitting revenues have decreased. In 2011 the Building Inspections Fund lost approximately \$612,000. To reduce this loss and realize the cost savings, this office will be closed. There are two permitting clerks permanently assigned to this location. Two positions will be eliminated for a total savings of approximately \$100,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Personnel in the eliminated positions will be allowed to apply for other positions within the County. If they cannot find other positions, the affected employees will be subject to separation per the adopted Reduction in Force Policy, or other separation programs offered by the County for which they are eligible.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Notification will be made to all building groups of the effective date of closure upon approval of the recommendation, including, but not limited to, the Home Builders Association of West Florida, Associated General Contractors, etc.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2405

County Administrator's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 04/17/2012

Issue: Santa Rosa Island Authority's Recommendation Concerning the Pensacola Beach Master Plan

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Santa Rosa Island Authority's Recommendation Concerning the Pensacola Beach Master Plan - Joy D. Blackmon, P.E., Director of Public Works Department

That the Board take the following action concerning the Pensacola Beach Master Plan:

A. Approve the Santa Rosa Island Authority's recommendation from their February 8th regular meeting regarding the Pensacola Beach Master Plan and any toll adjustments to ensure that the annual bond payments are covered for identified infrastructure improvements. The Santa Rosa Island Authority's recommendation is as follows:

1. Conceptually approve "Option B" (the elevated roadway) and ask that the Santa Rosa Island Authority remain active participants in the public hearings during the design process;
2. Request that Escambia County fully explore all funding possibilities as it relates to the Master Plan;
3. Allow the Santa Rosa Island Authority to reserve the right to make changes and/or explore other options at the 30% design review mark; and
4. Accept the Santa Rosa Island Authority's prioritized list of Master Plan improvements:
 - a. "Option B" – Core Area improvements
 - b. North Entry and Gateway (Toll Booth Improvements)
 - c. North/South access road to the Bob Sikes Fishing Bridge
 - d. Boardwalk (Sound-side, Gulf-side, and connections)
 - e. East and West Streetscape and Pedestrian Connections
 - f. East Entry Gateway

OR

B. Direct the County Engineer to evaluate all options to improve vehicle movement and pedestrian safety and authorize the County Administrator to make the necessary toll

adjustments to ensure that the annual bond payments are covered for identified infrastructure improvements.

BACKGROUND:

Meeting in regular session on Wednesday, February 8, 2012, the Santa Rosa Island Authority voted 5 - 1 (with Dr. Tom Campanella opposed) on a recommendation to forward to the Escambia County Board of County Commissioners for consideration regarding the Pensacola Beach Master Plan. The Santa Rosa Island Authority's recommendation is as follows:

1. Conceptually approve "Option B" (the elevated roadway) and ask that the Santa Rosa Island Authority remain active participants in the public hearings during the design process;
2. Request that Escambia County fully explore all funding possibilities as it relates to the Master Plan;
3. Allow the Santa Rosa Island Authority to reserve the right to make changes and/or explore other options at the 30% design review mark; and
4. Accept the Santa Rosa Island Authority's prioritized list of Master Plan improvements:
 - a. "Option B" – Core Area improvements
 - b. North Entry and Gateway (Toll Booth Improvements)
 - c. North/South access road to the Bob Sikes Fishing Bridge
 - d. Boardwalk (Sound-side, Gulf-side, and connections)
 - e. East and West Streetscape and Pedestrian Connections
 - f. East Entry Gateway

The Pensacola Beach Master Plan started back in 2009 with discussion from the Santa Rosa Island Authority (SRIA) board. In August of 2009 the SRIA hired the Ft. Lauderdale based planning firm EDSA to develop a Master Plan for Pensacola Beach. The SRIA board created a Steering Committee to work with EDSA throughout the process. EDSA and the Steering Committee held 3 public workshops and 6 public meetings. The final presentation from EDSA was presented to the SRIA board in March of 2010.

In February of 2011 (after a lengthy delay due to the Deepwater Horizon Incident) Escambia County hired the Pensacola based firm of Baskerville Donovan Inc. (BDI) to provide an engineering analysis of the Master Plan. The conclusion of this analysis was presented to the SRIA and the Steering Committee in October 2011. In November of 2011 the SRIA hired EDSA to work together with BDI to develop alternatives that were to be derived from the original Master Plan and its primary goals and objectives. This process concluded in January of 2012 with the final presentation from BDI and EDSA to the SRIA board.

After the February 8, 2011 SRIA board meeting, the Escambia County Engineering staff held 2 public hearings on March 7th & 8th to receive additional public input.

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

02.08.12_SRIA Board Minutes

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 8, 2012

Item # 2 – Discussion on BDI/EDSA Presentation

Mr. Pavlock gave an overview of the project and stated that Escambia County was requesting the SRIA Board make a recommendation of either Option A (Pedestrian Overpass) or Option B (Pedestrian Underpass), as well as prioritize 5 other proposed projects.

Mr. Pavlock stated that a walkable boardwalk could link Casino Beach to many different areas. He said that estimates were being done and construction on that project could start as soon as the North Shore re-nourishment was completed.

Mr. Guernsey has safety issue concerns. He stated that if a change isn't made, serious injury or death could occur. He approves of Option B, and stated it would add value and usability.

Mr. Gant pointed out that Escambia County owns the road, and that they will do something, with or without the Board's recommendations, and that he supports Option B.

SPEAKERS:

Bob Stine
Rachel Moore
Marilyn Hess
Charlie Rotenberry
Richard Brown
William Feallock
Pam Lane
Greg Meyer
Don Paro
Jim Cox
Beverly Campbell
David Kelley
Robert Rinke
Bill Compton
Michael Waters
Steve Speirs
Julian MacQueen
Joe Magyarosi

Mr. Matt Mooneyham, Escambia County Project Manager for the Master Plan, explained that Escambia County is in the process of securing funding to make upgrades to the toll facility.

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 8, 2012

Ms. Bohannon stated that the Board did need to move forward with this project and that she supported Option B, due to the fact that it is less intrusive, leaves the most parking, and is safer for pedestrians. She pointed out that would create jobs and produce more revenue for Escambia County.

Mr. Prather said he had received numerous emails regarding this project and that is hard to make everyone happy. He pointed out that many residents disagree with the way Escambia County currently handles the revenue from the Toll Plaza. He stated it is a difficult decision to make, however, Escambia County will act with or without our input.

Mr. Prather stated that he approves of Option B, but has some reservations. He requests Escambia County seek alternative funding sources, rather than just raise the toll from \$1 to \$2. He recommends that landscaping and upkeep on the landscaping NOT be included in the long-term financing.

Mr. Dave Pavlock discussed the concept of how to move more people from Beach to Bay, and can we do it more economically than the proposed \$25 million? He stated Option B is superior, but he is not comfortable with the cost.

Mr. Pavlock was interested in the "Smart Parking" concept. He stated it was a possible way to solve the problems in a more cost-effective manner. He stated we should preserve our current parking spaces, and find a more efficient way of getting people to utilize them.

Dr. Campanella asked if this project truly satisfied a need, and suggested the Board go "back to the drawing board". He does not want to indebt the public with a project that will cost \$25 million or more.

Dr. Campanella pointed out that nothing has been done in years to Pensacola Beach roads, and our revenues continue to rise. He stated that new lighting at the intersection would help with the perceived safety issues.

Much discussion followed.

Mr. Guernsey made an amended motion to approve Option B and to recommend to Escambia County to search for all alternatives for funding, rather than a toll increase, which was seconded by Ms. Bohannon, for discussion. The vote was 3-3, the motion failed. (Voting to approve the motion were Mr. Guernsey, Ms. Bohannon and Mr. Gant. Voting in the negative were Dr. Campanella, Mr. Prather, and Mr. Pavlock.)

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 8, 2012

Dr. Campanella made a motion to ask Escambia County, in conjunction with the Santa Rosa Island Authority, to look for alternative plans for safety at this intersection and to carry forward with the Beach to Bay concept, perhaps tunneling under the road. Mr. Pavlock seconded the motion. The vote was 2-4, the motion failed. (Voting in favor of the motion were Dr. Campanella and Mr. Pavlock. Voting against the motion were Ms. Bohannon, Mr. Gant, Mr. Guernsey and Mr. Prather.)

Ms. Bohannon asked Mike Langston (BDI) to confirm if the Pedestrian Overpass was actually considered a "Bridge". He answered in the affirmative.

Mr. Guernsey and Mr. Gant encouraged their fellow Board Members to make a decision.

A break was taken from 8:00 p.m. to 8:10 p.m.

Mr. Langston (BDI) pointed out that once the project was moving forward, there would be design reviews at the 30%, 60%, 90% and 100% mark. The public, including the SRIA Board, would have an opportunity for further input at each mark.

Upon motion of Mr. Vernon Prather seconded by Mr. Ed Guernsey, the Board approved conceptually, Option B (Pedestrian Underpass), with the request that the SRIA remain active participants in the public hearings during the design review process. Furthermore, the SRIA encourages Escambia County to fully explore alternative funding possibilities, and the SRIA will develop a plan to operate and maintain what is proposed, but reserves the right to make changes and/or explore other options at the 30% design review mark. (5-1) Dr. Campanella voted in the negative.

More discussion followed regarding the prioritizing of the remaining proposed projects.

Upon motion of Mr. Ed Guernsey seconded by Mr. Fred Gant, the Board approved the following prioritization of the remaining projects:

- 1) Core Area/Bridge**
- 2) North Entry Gateway – Toll Plaza**
- 3) North/South access road to the Bob Sikes fishing bridge**

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 8, 2012

4) **Boardwalk**

5) **East/West streetscape**

6) **East Entry gateway**

(5-1) Dr. Campanella voted in the negative.

Item # 3 – Request approval of the recommendation by the Selection Review Committee for Banking Services.

Dr. Campanella gave background on the banking proposals and stated that the Selection Review Committee recommended staying with our current provider, Coastal Bank & Trust, but also recommended researching putting a sum of money into another bank.

Mr. Guernsey stated that Coastal Bank & Trust was still a good choice for the SRIA, but supported the idea of moving some of the SRIA funds into a different bank, as well.

Upon motion of Mr. Ed Guernsey seconded by Ms. Tammy Bohannon, the Board unanimously approved staff's recommendation, with further discussion at the February 22, 2012 Committee Meeting as to the possible allocation of extra funds at another banking institution. (6-0)

12. REPORTS

A. EXECUTIVE DIRECTOR'S REPORT

Mr. Lee submitted his monthly report for the review of the Board.

B. ATTORNEY'S REPORT

Mr. Stebbins submitted his monthly report for the review of the Board.

C. ENGINEER'S REPORT

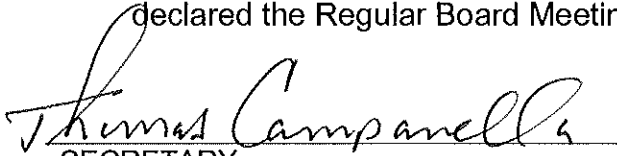
Mr. Langston submitted his monthly report for the review of the Board and asked for the board to authorize the allocation of funds for the Via de Luna Median Project.

Upon motion of Ms. Tammy Bohannon seconded by Mr. Vernon Prather, the Board unanimously approved the allocation of \$20,000 for the Via de Luna Median Landscaping Project. (6-0)

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 8, 2012

13. VISITORS FORUM
14. BOARD MEMBERS FORUM
15. ADJOURN

There being no further business to come before the Board, Chairman Pavlock declared the Regular Board Meeting of the SRIA Board adjourned at 9:02 p.m.


SECRETARY


CHAIRMAN

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2429

County Attorney's Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 04/17/2012

Issue: Ordinance Establishing Ballot Language for the Library MSTU Referendum

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Consideration of Adopting an Ordinance Establishing Ballot Language for the Library MSTU Referendum

That the Board authorize the scheduling and advertising of a Public Hearing on May 3, 2012, at 5:31 p.m., for consideration of adopting an Ordinance establishing Ballot Language on the Referendum for the Imposition of a .35 mil Library MSTU.

BACKGROUND:

During its recently-completed session, the Florida Legislature approved House Bill 5301. This legislation affects Escambia County's obligations to fund Medicaid services and is projected to result in a \$6.2 million budget deficit for the upcoming fiscal year. Escambia County is considering a range of measures to balance its budget. One measure is the assessment of a .35 mil library services municipal services taxing unit. Currently, Escambia County contributes \$3,318,342 and funds 69.0% of the Northwest Florida Library System's budget. A library services MSTU should produce revenues to continue library funding. The Board of County Commissioners is considering placing a referendum on the August primary ballot that asks whether residents in the unincorporated area of Escambia County would support this library services MSTU assessment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance will be prepared by Assistant County Attorney Ryan Ross. The Notice of Intent to adopt this ordinance will advertise in the *Pensacola News Journal* on Saturday, April 21, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Assistant County Attorney Ryan Ross will coordinate with the Supervisor of Elections David Stafford in getting this referendum on the election ballot.
